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The Solicitors' Journal.

LONDON, MARCH 26, 1864.

THE CHANCERY FUNDS COMMISSIONERS, who were appointed three years ago to inquire into the constitution of the Accountant-General's department, and into the provisions for the custody and management of the funds of the Court, have at length made their report. It contains a historical sketch of the Accountant-General's office, showing the circumstances under which it originated, and the various Acts of Parliament which have been passed relative to the management of the financial department of the court of chancery. It also gives an elaborate account of the mode in which business is conducted there at present, and of the Suitors' Fund and Suitors' Fee Fund, and winds up with a summary of recommendations and suggestions offered by the Commissioners with a view of making some improvements in the existing system. The main alteration suggested involves the establishment of a deposit-account for the money of suitors. At present, persons entitled to money in the hands of the Court, are compelled either to run the risk of an investment in stock, which may require to be sold out again, perhaps at a loss, in the course of twelve months or sooner, or else allow it to remain uninvested, although it may happen not to be required for a still longer time. The Commissioners propose that suitors entitled to money in court should still be at liberty to require it to be invested, but that they should have the option of allowing it to remain uninvested, and receiving interest thereon at the rate of £2 per cent. per annum. This would, no doubt, not only be an advantage to suitors, but would save a great deal of the labour and complication which now arise from the conversion of cash into stock, and *vice versâ*. The only question would be, as to the mode of providing the interest payable on such deposit-accounts. In a report of a sub-committee appointed to consider the propriety of any alteration in the existing mode of effecting purchases and sales of stock and of dealing with the cash in court, it is estimated that the amount of suitors' cash which would probably be placed in the deposit account would be about £1,500,000, and this would make the sum payable to the suitors, at the rate of £2 per cent., amount to £30,000 per annum. It is conceived, however, that the additional income to be derived from surplus interest would form an ample security for meeting this annual charge, and that, in the course of time, nearly all the suitors' money would be allowed to remain on deposit; so that the court of chancery would, in fact, be likely to profit largely by the transaction. The report defers the further consideration of the question as to the propriety of making any alteration in the mode of buying and selling stock for suitors, until after the proposal for the establishment of a deposit account is dealt with. According to the present system,

It is the practice to sell and purchase every separate sum of stock directed to be sold or purchased, and consequently both sales and purchases usually take place on the same day in the open market. Brokerage of one-eighth per cent. is charged to the suitor on each transaction, when the amount is £40 or upwards, 1s. being charged for brokerage when the amount is less than £40. The brokerage for 1861 amounted to £8,280 0s. 5d., whereof two-fifths, amounting to £3,312 0s. 2d., was retained by the broker as his remuneration, and the remaining three-fifths, amounting to £4,968 0s. 3d., was paid into the Suitors' Fee Fund, pursuant to Act of 15 & 16 Vict. c. 87. By the 21st section of this last-mentioned Act the Treasury was empowered to fix the rate of salary to be paid to the broker of the Accountant-General in lieu of brokerage; but this power has not been exercised. (Report of Sub-Committee App., p. 90.)

We should have thought that the Commissioners might have ventured to pronounce an opinion, at least, upon so absurd and wasteful a system as is here described. It has already been reprobated by a committee of the House of Commons, and, whatever may be the fate of the "deposit" scheme, we hope that some step will be taken to relieve the court of chancery and its suitors from the incubus of the existing brokerage system.

A committee of the House of Commons on Fees in Courts of Justice, in their report of the 25th July, 1849 (Parliamentary Paper 559), recommended—

That the system of brokerage on suitors' funds be discontinued, and that only the balance of the stock required to be bought or sold on each day be bought or sold by the broker, and that the one-eighth per cent. on the funds transferred, thereby saved to the suitor, and which, but for this alteration, would have been actually bought and sold, should be paid to the Suitors' Fee Fund, for the benefit of the suitors.

It is hardly necessary to insist upon the reasonableness of this recommendation.

AN ANALYSIS of the legal business of England and Ireland for the year 1862 has been published in a pamphlet which is said to be by an Irish chairman or assistant barrister of a county. Its object appears to be to show that there are far too many superior judges in Ireland and too few assistant barristers, or, at all events, that the value and importance of the latter functionaries are not sufficiently recognised by the State. The following table shows the result of a comparison of the business of the superior courts of the two countries:—

LEGAL BUSINESS.

	England.	Ireland.
Writs Issued	104,146	16,380
Defences Filed	,,	2,170
Final Judgments marked	36,166	6,240

JUDICIAL DUTIES.
APPELLATE COURTS.

	England.	Ireland.
Court of Error—Cases decided	59	10
Criminal Appeal Cases	32	5
Registry Appeal Cases	,,	2
Chancery Appeal Cases, Law Judge assisting	,,	5
Delegates' Cases	,,	6

NON-APPELLATE COURTS.

	England.	Ireland.
Motions of Course	37,030	2,422
Motions of Notice	13,707	1,051
Motions of Course, Queen's Bench, Crown side	150	112
Motions on Notice, Queen's Bench, Crown side	114	54
Final Judgments on Law Argument	116	14
Law Arguments, Queen's Bench, Crown side	75	1
Presentments, &c., tried by Jury	,,	10
Records tried	2,238	457
Civil Bill Appeals, including County and City of Dublin	,,	483
Criminal Cases tried	Unknown	1,031
Criminals tried	4,950	Unknown

The judicial staff, legal and equitable, of the superior courts in England and Wales, consists of 22 judges, whose united salaries amount to £123,000 per annum, viz.:—

Chancellor, judicial salary	£6,000
Master of the Rolls	6,000
Two Lord Justices	12,000
Three Vice-Chancellors	15,000
Three Chief Justices	24,000
Twelve Puisne Judges	60,000
	£123,000

In Ireland, the judicial staff consists also of 22 judges, whose united salaries amount to nearly £82,300 per annum, viz.:—

Chancellor	£8,000
Master of the Rolls	4,000
Lord Justice	4,000
Four Masters in Chancery	10,800
Chief, Queen's Bench	5,070
Two Chiefs, Common Pleas and Exchequer	9,225
Nine Puisne Judges	33,204
Three Landed Estates Court	8,000
	£82,299

On Tuesday the citizens of the ward of Bassisshaw, which comprises Basinghall-street and its immediate neighbourhood, were convened before the Lord Mayor at a wardmote, held in the vestry of the church of St. Michael, to elect an alderman in the place of Mr. Edward Conder, who recently resigned the office from considerations of ill-health and advanced age. Mr. George Kendle, an old inhabitant of the ward, proposed Mr. David Henry Stone, solicitor, of the firm of Messrs. Cox & Stone, Poultry, to fill the vacant office. Mr. Stone had been long connected with the ward, both as a freeholder and an occupant. Mr. Kendle said, it was a source of gratification to know that Mr. Stone was well qualified for the office, his means being sufficiently ample to enable him to maintain its dignity and hospitality, while his knowledge of law, to the profession of which he had been trained, fitted him the more for the satisfactory discharge of the duties of a magistrate. The nomination was seconded by Mr. Drewwood, who dwelt upon the reputation of Mr. Stone for worth and integrity among all who had the pleasure of his acquaintance. As some had taken exception to him, on the ground of his being a lawyer, he might state that Mr. Stone was also a wharfinger, and engaged in commercial pursuits. Some years ago he served as under-sheriff to the late Alderman Farncomb, who was his uncle. No other candidate having been nominated, the Lord Mayor declared that the election had fallen on Mr. Stone. The announcement was hailed with cheers. Mr. Stone, the Alderman elect, in thanking the wardmote for the honour they had conferred upon him, took occasion to say that he would, to the utmost of his power and ability, strive to maintain the rights and privileges of the city of London. This is another instance of the feeling of the public generally in favour of the appointment of lawyers to magisterial offices, and ought to be noted by the great functionaries who think them unfit to be borough magistrates.

The great Paraffine case, *Young* v. *Fernie*, which has been before Vice-Chancellor Stuart for eighteen days, was adjourned on Saturday last until after the Easter holidays. It is expected that it will, when resumed, be concluded within a week.

THE INTERROGATION OF PRISONERS.

The Continental system of interrogating persons accused of crime has recently received forcible illustration in a trial before the Court of Assizes at Aix, near Marseilles. The proceedings will be found reported at some length in our impression of to-day, and will strike English lawyers as being characterised by a remarkable opposition to one of our cardinal rules of criminal jurisprudence—one which has come to be regarded in this country as lying at the very foundation of every system of righteous procedure for the administration of punitive justice. *Nemo tenetur accusare seipsum* is a maxim which is so thoroughly rooted in the English mind, that there is not a country clown or ignorant navvy throughout the country who would not plead it in the vernacular before any judge or officer of justice who was forgetful for a moment of the universal application of this rule.

There are cases, no doubt, in which persistent silence upon matters in which the prisoner, if innocent, could easily afford a satisfactory explanation, cannot fail to affect the minds of jurymen; and it is natural and right that this should be so. The principle, nevertheless, remains sacred, that no person shall be bound to criminate himself, and that the prisoner has a perfect right to be silent if he thinks fit, and to be protected from anything like personal examination, either before the committing magistrate, or the judge presiding at the trial. It is strange, however, that our notions of procedure in this respect should differ so widely from those which prevail in all other European countries. In France, not only is the practice of interrogating accused persons, in every stage of the investigation, recognised and sanctioned by law, but it is carried out in a manner which could not fail to shock the public feeling of the country, if the principles on which it rests were not diametrically opposed, as we have seen, from those recognised in England, and were not generally in accordance with the social views and moral sentiments of the French people. If an English judge were to try to convict a prisoner out of his own mouth by a skilful cross-examination, there would be such an outcry through the whole country, as would make it impossible for the judge to retain his office; although there was no moral doubt of the prisoner's guilt, and the crime were one of peculiar atrocity, which the interests of Society made it peculiarly undesirable to allow to go unpunished. This is because Englishmen conceive it to be one of the essential principles of criminal jurisprudence that no prisoner shall be subject to any process of self-incrimination, and that it is far better that the guilty should, in consequence of this rule, sometimes go unpunished, than that the liberty of the meanest subject should be exposed to the risk necessarily involved in any such system of judicial administration as now exists in Continental countries. In France, on the other hand, the question is regarded from an entirely different point of view, and it must not be forgotten that, even among ourselves, there have been some able jurists (of whom Jeremy Bentham was one), who advocate the French system in preference to our own. In England, we have less regard to the abstract entity called Society, or the body politic, and more to the individuals who compose it. So long as we enjoy individual freedom, and cultivate personal independence—the rights of each man being limited only by his own duties and the rights of others—we are not much concerned about the rights or the protection of such an abstraction as the community at large. It has, no doubt, certain rights and duties of its own, and one of them is the punishment of criminals; but even these, until they are found guilty, have all the rights of Englishmen. Society must fight its battle with them on an equal footing, like any other litigant; and, so far from its deriving an advantage from the superior claims of the general good over individual rights, it often happens that the leaning of judges and juries is the other way; and that if a point is to be strained on either side, it is sure to be in favour of a prisoner. In France the liberty of an individual, or the sacredness of his personal rights, are regarded as very trivial considerations when weighed against political necessity, or the general advantage of Society. If we think that the State cannot better assert its independence, or discharge its duties to its component members, than by securing to them the utmost personal freedom and liberty of action,—in France, the theory is, that the Community has always the highest right, and that, in comparison with them, all personal rights are unimportant. When a crime is perpetrated there, the feeling is, that the injury to Society must be atoned for at whatever cost to individuals. The interrogation of accused persons may unquestionably be a powerful instrument for the discovery of truth, and of bringing offenders to justice, and, therefore, it is at once made use of without any qualms as to the violation of personal rights. Everybody must admit that there are unquestionable advantages in such

a process. Nothing seems more natural than that, when an offence is committed, the person who is supposed to have the most certain means of knowledge should be questioned on the subject, and, at first sight, it seems a strained notion of personal rights which would protect him from being subjected to such an examination. But, apart from the wider and more remote considerations of the unspeakable value of maintaining the sacredness of individual liberty, and of the dangerous and demoralising effects of placing in the hands of judges and magistrates a power which might be so easily perverted to satisfy private grudges and political purposes, it does not require much experience of the Continental practice to come to the conclusion, that even where this engine is used honestly in ordinary cases, it often tends to prevent justice, and to supplant the dispassionate equanimity and dignified impartiality of the judge by the partisan vehemence and too eager anxiety for success which often characterise the mere advocate. The sympathies of the judge, instead of being in favour of justice, are thns sometimes violently enlisted against the accused; and, when this happens, unless there is some compensation in the feeling which is evoked in the mind of the jury by such a display of unfairness, and they are induced to take upon themselves the proper functions of the judge, the trial will be conducted without anything like fair judicial supervision or umpirage; and where a conviction takes place, there will be the unseemly spectacle of a sentence—it may be of death—pronounced by one man upon another, as the result of a mere trial of wits between them.

In the recent case before the assizes at Aix, the president of the court questioned the prisoner upon a variety of matters which had no kind of relevancy to the crime of which the prisoner was accused, and now and then accompanied his interrogatories with such a commentary as the most hostile cross-examiner in this country would hardly venture to make even to a mere witness. But, more than this, the juge d'instruction who conducted the original examination of the prisoner was himself examined—or, rather, allowed to make a statement—touching the manner of the accused during the first ordeal of the kind, and his own personal feelings on the occasion—all which very much shocks an Englishman's notion of justice, and strongly illustrates the bad influence which such a system produces npon the minds of those who are entrusted with the conduct of judicial business, and who ought not, therefore, to be exposed to such strong temptation of forgetting the impartiality which their office demands.

Upon the whole, our English system, although it is not without its peculiar disadvantages, must be regarded as preferable, not only for the interests of Society generally, but also for the administration of justice in any particular case. It appears to be impossible to relax the English rule to any extent, without running the risk of abandoning it altogether, and of bringing about such a mode of procedure as now prevails in France. When once the magistrate or the judge is allowed to apply the process of extiacting the truth from the prisoner himself, it would be hopeless to draw the line beyond which he might not urge his inquiries, or to prevent him from using all the arts and ingenuity of an advocate, so far as they were at his command, and the result would be with us exhibitions similar to what are now of almost daily occurrence in France, very much to the discredit, in the opinion of English lawyers, to the jurisprudence of that country.

ON CONDITIONS OF SALE.

(*Concluded from p.* 381.)

3rdly, as to PERIOD and CONDUCT of investigation. It is obvious that if *some* restrictions were not imposed upon the purchaser as to the *time which he was to be entitled to take in the investigation of the title*, it would be sometimes difficult, where the purchaser was an unwilling one, to force him to a completion of his contract, until some considerable period of the vendor's life had been spent in the attempt to satsify the unlimited requisitions which such a purchaser might be advised to make. It is, therefore, usual to fix not only the time for *completing* the contract, but also the period for the *commencement*, and the *several steps* of the *investigation;* thus, for instance, that the vendor, at his own expense, will deliver an *abstract of title* to the purchaser, or his solicitor, within a specified time from the date of the contract, and that the purchaser shall make his objections and requisitions (if any) in respect of the title, and of all matters appearing on the abstract, particulars, or conditions, and send them to the office of the vendor's solicitors, within a specified time from the day of the delivery of the abstract; and, in default of such objections and requisitions (if none) and subject to such (if any), the purchaser shall be deemed to have accepted the title, and to have waived all other objections and requisitions. Under such a condition, assuming the abstract delivered by the vendor to have been "*sufficient*," or, as it is generally termed, "*perfect*," the purchaser must make all his requisitions and objections before the specified time, after which he can do no more than discuss the sufficiency of the answers which the vendor's may give to them, or make objections arising out of evidence called for before the expiration of the limited time. The question often arises, however (under these conditions as to time), whether the abstract originally delivered by the vendor was "perfect," or, if not originally, whether it ever, and when it became so. *As against the purchaser*, the time *runs only* from the *delivery of a perfect abstract*. For this purpose, however, a perfect abstract does not imply one which will show a perfect title, but only such an abstract as, at the time of delivery, the vendor has the means of showing. In other words, the abstract may be sufficient, although the title should prove to be defective; and, indeed, in *Morley* v. *Cook*, 2 Hare, 106, a leading case on this head of law, Vice-Chancellor Wigram appears to have been of opinion that the abstract would be perfect if, at the time of delivery, it showed the title which the vendor then had, although he might, after delivery, have been able to deliver a better abstract. *Blacklow* v. *Laws*, 2 Hare, 40; *Hobson* v. *Bell*, 2 Beav. 17, are important cases on this question of the insufficiency of the abstract and its effect upon the subsequent steps.

Time is sometimes one of the essential elements in a contract. *At law* it is always deemed of the essence of the contract; and, therefore, at law the seller must be ready to verify the abstract on the day fixed for the completion of the purchase. If he cannot do so, or if the abstract sets forth a defective title, the purchaser may, after the period fixed for the completion of the contract, refuse to complete it and recover his deposit. If no time is fixed the vendor is allowed a reasonable time. But a *court of equity* will sometimes carry the agreement into execution, notwithstanding that the time appointed has elapsed; as, for instance, where the lapse of time has been obviously immaterial, and it appeared from the agreement that the parties did not intend that time should be deemed of the essence of the contract. Indeed, it was formerly considered doubtful whether in equity the parties could make time of the essence of the contract; but it is now clearly settled that they can do so. Upon this point I merely quote from the judgment of Lord Cranworth in *Parkin* v. *Thorold*, 2 Sim. N. S. 6. "When," said his Lordship, "it is once ascertained that the contract of a purchaser is that he will purchase if the title is made by a given day, but, otherwise, that he will not, I apprehend, if there is nothing more, that a court of equity *cannot*, any more than a court of law *can*, give relief to a purchaser who has failed to make a title at the day specified. Lord Thurlow's dictum, importing that a purchaser could not so stipulate," adds Lord Cranworth, "manifestly rests on no principle, and has been often repudiated, as not truly expressing the doctrine of this Court." As to time, essence of right, preemption under will: *Brook* v. *Gassen*, 2 DeG. & J. 68.

4thly. *As to the conclusion of the transaction.* The purchaser may insist upon objections or requisitions which the vendor is unable or unwilling to comply with; and so, in the case of an unwilling purchaser, and sometimes, indeed, of a willing one, the vendor might be exposed to an action for damages at law, or to a suit in equity for non-performance of his contract. It is, therefore, not unusual to provide by the conditions that, if the purchaser shall insist on any such objection or requisition, the vendor may, by notice in writing, at any time, and notwithstanding any negotiation in respect of such objection or requisition, or attempts to comply with the same, annul or rescind the sale, and thereupon return the purchaser his deposit, but without any interest, costs of investigating the title, or other compensation or payment whatever. In the absence of such a condition as this, the purchaser would be entitled to recover damages (perhaps only nominal) for the loss of his bargain, and also the costs to which he had been put, as well as interest upon his deposit—that is, where the vendor is unwilling or unable to perform his contract. But it is also often advisable (especially in sales by auction) to insert a stipulation that, if the purchaser shall fail to complete his contract, or to comply with the conditions, the vendor shall be at liberty to re-sell the property and forfeit the deposit; and the purchaser shall be liable to make good any deficiency in price, and the expenses attending the re-sale. Under such a condition, if, upon a re-sale, the estate were to produce more than the original purchase-money, yet the purchaser (having violated his agreement) would not be entitled to call for an account of the surplus.

In the recent case of *Casson* v. *Roberts*, M. R., 11 W. R. 102, the Master of the Rolls held that where there was no stipulation as to the forfeiture of the deposit (either express or implied), the deposit was not forfeited to the vendor, but might be recovered back by the purchaser. Where, therefore, the intention is that it shall be forfeitable, it should be so expressed. The question has recently been raised, whether a condition of sale, enabling the vendor to annul the contract in case the purchaser shall insist upon any requisition which the vendor may be unable or unwilling to comply with, entitles the vendor to annul the sale without answering the requisitions? The Master of the Rolls has decided this point in *Turpin* v. *Chambers*, 9 W. R. 363. He there held that the vendor cannot annul the sale without first answering the requisitions; for, *non constat*, upon receiving such answer as the vendor could give (however insufficient it might be), the purchaser might determine upon waiving his objection, and completing the contract notwithstanding.

But, finally, supposing all intermediate difficulties are got over, and nothing remains to be done except the execution of the conveyance and payment of the purchase-money, even at this last stage, it is quite possible that a question may arise as to the expense of the preparation and execution of the conveyance. Independently of stipulation, the rule is that the purchaser should, at his own expense, prepare and tender a conveyance. But that a vendor is liable to bear the costs of any suit or other legal proceedings which may become necessary by the death of any of the conveying parties before the conveyance, and of obtaining the concurrence of all proper parties; and a condition that the purchaser shall have a proper conveyance at his own expense does not throw upon him the expense of procuring the concurrence of necessary parties: *Paramore* v. *Greenslade*, 1 Sm. & Giff. 541. Moreover, where the length of the conveyance is increased by the junction of incumbrancers it is not unusual to require the seller to pay the extra stamp. Where, therefore, it is desirable to exclude any questions of this kind, the contract should stipulate that the conveyance, and every other assurance and act which shall be required by the purchaser for getting in any outstanding estate or interest, shall be prepared and done at the expense of the purchaser, and that he shall bear the expense of the perusal on behalf of, and execution by, all parties other than the vendor of all such assurances.

So far as to conditions of sale which are most commonly used in sales of ordinary freehold estates. There are many particular cases which would require special consideration. Thus, where property which is sold in lots is subject to a lease at an entire rent, or where property offered for sale is, together with other property, subject to a lease at an entire rent, provision should be made by the conditions for the apportionment of the rent, and if the tenant's concurrence cannot be obtained, the purchaser should be precluded from taking any objection on this account. So in the case of copyholds which have been recently enfranchised. In such a case the purchaser, unless precluded by express conditions from making such a requisition, is entitled to call for such a production, not only of the copyhold title, but, unless the enfranchisement is under the Copyhold Acts, also of the title of the lord of the manor down to the period of enfranchisement: 1 Prideaux Conv. 11; *Kerr* v. *Pawson*, 25 Beav. 394, 6 W. R. 447. Therefore, where the vendor is unable to produce the manorial title, is is necessary for him to guard against any such requisition.

Again, as to the sale of lands held under an Inclosure Act, of allotments, as they are called. It is necessary to bear in mind that the vendor of an allotment is bound to show the title to the property, in respect of which the allotment is made, down to the period of the award, and, except the case comes within the provision of the 3 & 4 Vict. c. 31, or the 15 & 16 Vict. c. 79, s. 11, the purchaser may have the right to require evidence of the validity of the award itself, which the vendor might find it difficult to prove, and, therefore, it would be advisable for him to guard against any such requisitions by a special condition restricting the purchaser's *prima facie* right.

It is a common and almost universal condition, upon a sale of leaseholds, that the vendor shall not be required to produce the lessor's title, and that the purchaser shall not make any objection in respect thereof, or require any other evidence of the performance of the covenants and conditions contained in the lease up to the completion of purchase than the production of the receipt for the last payment of rent which shall have become due.

The preparation and verification of abstracts require to be considered in a separate paper, which we propose to do at a future time.

COSTS IN CONTENTIOUS BUSINESS IN THE COURT OF PROBATE.

[COMMUNICATED.]

Of Costs in General.

Costs are in the discretion of the Court (*a*), and not matter of strict law (*b*). This expression, however, must not be understood to mean that it is in the power of the judge to give or withhold costs as he pleases; but that they are in his legal discretion (*c*), adhering to general rules and former precedents (*d*). In fact, the award of

(*a*) Goodall *v.* Whitmore, 2 Hagg. 369—375; Headington *v.* Holloway, 3 Hagg. 280—283. See Griffiths *v.* Reed, 2 Hagg. 195—216.

(*b*) Graves *v.* Rector of Hornsey, 1 Consist. 188 197.

(*c*) Discretion is a science; not to act arbitrarily, according to men's wills and private affections: Rooks' case, 5 Rep. 99. Proceedings in equity are said to be *secundum arbitrium boni viri;* but when it is asked

"*Vir bonus est quis?*"

the answer is—

"*Qui consulta patrium, qui leges juray servat.*"

Sir Joseph Jekyll, Cowper *v.* Lord Cowper, 2 P. Wms. 720—753.

(*d*) Sir John Nicholl, in Goodall *v.* Whitmore, *loc. cit.*

The old Roman law seems to have made no provision for the payment of costs. From the Institutes of Justinian we collect that the plaintiff, if unsuccessful, was only liable to an action of calumny, which in *partem decimam litis actores mul-*

costs is but practice (*d*). When costs are given it is always competent to the Court to mitigate them, and to decree a gross sum *nomine expensarum* (*e*).

If the decree be silent as to costs (*f*), the executor, if he establish the will, or the person to whom administration may be granted, will be entitled to retain his costs (*g*) in priority to every claim upon the estate (*h*). An exception to this rule occurs where the executor, after intermeddling, refuses to prove the will; he may be compelled to take probate, and may be condemned personally in costs (*i*).

A legatee who performs the duty of an executor in proving a will is, according to the ordinary rule of the court, entitled to his costs out of the estate (*j*); and this applies to the converse case of a next of kin who, though not entitled to a grant of administration, successfully opposes an alleged will, and establishes an intestacy (*k*); but the rule as to a legatee who establishes a codicil is not so general (*l*). Therefore, where a legatee by the express desire of the deceased refrained from producing a codicil until after a time had been fixed for the executor to take probate of the will, Sir John Nicholl considered that his incautious conduct justified suspicion on the part of the executor, and occasioned the litigation; he, therefore, decreed that the legatee should pay his own costs, and that the executor should take his out of the residue (*m*).

The successful litigant will, in general, be allowed his costs out of the estate, or will recover them against his adversary. Costs are not given as a penalty, or as a matter of punishment, but as an indemnification to the party who succeeds in the suit, because the event shows that he is right, and that his adversary is wrong, and the person who has sustained wrong ought not to be put to expense in seeking a remedy (*n*). A party, however, may make himself liable to costs, though the question of right be in his favour (*o*).

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tabat (1.4, *t.* 16); but we learn from Gaius, *circitir* 170 A.D., that to sustain this action it was necessary to prove that the complaint was, in modern phrase, malicious and without reasonable or probable cause (Gaii Inst. l. 4, s. 172—182). In Justinian's time, A.D. 533, this action had fallen into disuse: *musquam factum esse invenimus* (Inst. l. 4, t. 16). See C. 7, 51, 3, *infrà*.

Ulpian, however, who flourished in the early part of the second century, says: *Eum qui temere adversarium suum in judicium vocasse constitit, viatica litisque sumptus adversario suo reddere oportebit* (Ff. 5, 1, 79). This was applicable only to plaintiffs. Defendants were condemned in damages, single, double, treble, or fourfold, according to the nature of the action. Honorious and Theodosius, A.D. 423, enacted, that *terminato transactoque negotio, posthac nulli actio neque ex rescripto super sumptuum petitione præstitur, nisi judex, qui de principali negotio sententiam promulgavit, cominus partibus constitutis, juridica pronunciatione significaverit victori causæ restitui debere expensas, aut super his querelam jure competere. Post absolutum, enin, dimissumque judicium, nefas est litem alteram consurgere ex litis primæ materia* (C. 7, 51, 3).

Zeno modified this law. *Si quis vero conventus bonâ fide solverit, aut actor lite destiterit, aut etiam judex inveniat eum non calumniatorem, sed de re dubia litigantem, hic evitabit impensarum condemnationem* (C. 7, 51, 5).

Justinian and his immediate predecessors manifest a strong desire to discourage litigation, *ne facile homines ad litigandum processerint* (see Inst. l. 4, t. 16, *de pœna temere litigantium*). By a constitution of Justus, *sive alterutra parte absente sive utraque præsente lis fuerit decisa, victum in expensarum causa victori esse condemnandum* (C. 3, 1, 13, 6); and Justinian in his Institutes (l. 4. t. 16) lays it down, *ut improbus litigator et damnum et expensas litis inferre adversario suo cogatur*. If the plaintiff recovered less than his full demand, he was mulcted in treble costs (C. 3, 10, 2, *de plus petitionibus*).

The discretion referred to in the text seems not to be founded upon any express enactment: *neque tam ex scripto jure quam ex usu judiciorum peti debet*, says Vinnius *ad* Inst. l. 4, t. 16. He adds: *Plane si quis justam causam litigandi habuisse videtur, quod interdum accidit vel quia res obscura est, vel ex probabili ignorantia facti, vel ex incertitudine juris, nata ex discrepantibus doctorum sententiis, placet hunc, etsi victum, ab onere expensarum excusari; idque judicis religioni et prudentiæ relinquitur*. Gaill says, *justam causam litigandi habere eum qui consilia duorum clarissimorum doctorum pro se habet* (lib. i. obs. 152, n. 6). In Mansfield *v.* Shaw, 3 Ph. 22, Sir John Nicholl makes the absence of just cause of litigation a reason for condemning a party in costs. See Ought, tit. 208, n. 3.

Respecting costs at common law, see page 630. In *quare impedit* costs were first given by 4 & 5 Will 4, c. 39; although, upon a writ of error on a judgment in *quare impedit*, both damages and costs were given by 3 Hen. 7, c. 10.

(*d*) Dr. Ratcliffe, Furnell *v.* Slackpoole, Milw. 271—272.

(*e*) Wilson *v.* M'Math, 3 Ph. 67—92; Bardin *v.* Callcott, 1 Consist. 14—20. That this power may be exercised where costs are given out of the estate, see Steward *v.* Snow, Milw. 615—628, *infra*, page 819, n. In Freeman *v.* Bremer, Deane & Sw. 192—258, s. c. on appeal, 10 Moo. P. C. C. 306, the Court condemned an executor of a will, which was eventually established, in £50, *nomine expensarum*, in order to mark its sense of the manner in which he had conducted himself in the suit. The Emperors Justus and Zeno made it imperative upon judges to decree to the successful litigant his full costs: *quantum pro solitis expensis litium juraverit; non ignorantes quod si hoc prætermiserint, ipsi de proprio hujusmodi pœnæ subjacebant et reddere eam parti læsæ coartabuntur* (C. 3, 1, 13, 6, C. 7, 51, 5); and Justinian, in his Novels, says, *non habere licentiam judicem minus quam juratum est condemnare, neque videri clementiorem lege quæ hæc disponit* (Nov. 82, c. 10).

(*f*) In Constable *v.* Steibel, 1 Hagg. 56—66, costs were given out of the estate. Counsel applied that, as the residuary legatee had a legacy, should the residue be deficient, the costs incurred in the suit by the executors should first be paid, and that, in case the residue should not be adequate to the discharge of all the costs, the expenses on behalf of the residuary legatee should be borne by himself; but the Court observed that the legatee was a minor, and, as the paper propounded was not produced till late, there seemed to be no reason to make any distinction. The application and the decision were both, it is submitted, founded upon misapprehension; the right of executors to retain their costs has priority, we conceive, even to the claims of creditors; and the residuary legatee is only to take what is clear surplus after all the costs are paid. See *per* Lord Cranworth, Gray *v.* Gosling, Dom. Proc. 2 L. T. N. S. 198. In Prinsep *v.* Dyce Sombre, 10 Moo. P. C. C. 232—305, the Judicial Committee gave costs out of the estate to an executor who had unsuccessfully propounded a paper as the will of the deceased, adding that, with respect to the respondents, the widow and next of kin, each will have her own costs out of her share of the property.

It does not appear to whom, in the latter case, administration was decreed; but, in the usual course, it would have been to the widow alone, who, as the deceased left no issue, was entitled to a moiety of the property. Had the decree been silent as to costs, her share would have borne but a moiety of her costs, and the other moiety of her costs would have been borne by the shares of the next of kin, who in addition would each have paid her own costs out of her own share of the property.

(*g*) Barwick *v.* Mullings, 2 Hagg. 225—235. But see Freeman *v.* Bremer, cit. p. 802, n.

(*h*) Bennett *v.* Going, 1 Moll. 529; Young *v.* Everest, 1 Russ. & M. 474; Humphrey *v.* Moore, 2 Atk. 108. Lindhew. l. 3, tit. 13, v. confect. inventarii. See Major *v.* Major, 2 Drew. 281.

In Luke *v.* Whittaker, 3 Hagg. 480, n. (*a*), the costs were taxed at one shilling. Whittaker appealed to the Arches, who reversed the sentence and gave full costs; but this was reversed by the Delegates, who affirmed the original taxation.

(*i*) Long *v.* Symes, 3 Hagg. 771, cit. *supra*, p. 329.

(*j*) Sutton *v.* Drax, 2 Phill. 323; Williams *v.* Goude, 1 Hagg. 577—610.

(*k*) Critchell *v.* Critchell, 3 Sw. & Tr. 42.

(*l*) Headington *v.* Holloway, 3 Hagg. 280—282: *qy.* the distinction.

(*m*) *Ibid.*

(*n*) Dr. Lushington, The Repulse, 5 N. C. 348—366; Vancouver *v.* Bliss, 11 Ves. 463. See Mitchell *v.* Gard, *infra*, page 815.

(*o*) West *v.* Wellby, 3 Phill. 374—377; Ought. tit. 208, n. 1. In Williams *v.* Goude, 1 Hagg. 577—610, Sir John Nicholl intimated his intention to condemn in costs the executrix who refused to propound the will of which she had taken probate in common form, and which was ultimately pronounced for, unless she would consent to a revocation of the probate, and

Where a party undertakes to propound a paper, and fails, he will usually be condemned in costs (*p*), especially if he attempt to set up a case of fraud (*q*). This rule is particularly applicable where, as frequently happens, a will is brought forward by persons who have endeavoured to obtain a disposition in their own favour from a testator of doubtful capacity; in such a case it is very reasonable that, if the decision be ultimately against the capacity, they should pay all the costs which they have thus occasioned (*r*).

In the resolution of questions of this nature, the first inquiry is, whether under the circumstances known to the party (*s*) at the time when the instruments were propounded, it was fit that their validity should be submitted to legal investigation and decision; and, if so, whether there be anything in the conduct of the party, either before the institution of the suit, or in its subsequent management, which ought to subject him to the penalty of costs (*t*). The line of argument adopted by counsel, although they may make imputations upon parties or witnesses of unimpeachable respectability, will not have this effect: it would be a very dangerous ground for costs (*u*). Where the paper propounded made important dispositions in favour of poor persons in India, who could do nothing to protect their own interests; and the great bulk of the property was devoted to the establishment of charitable institutions for the benefit of natives of India, (*u*), of which the East India Company were to be trustees, and of which, independently of the trust reposed in them by the will, they were by their position the natural protectors and guardians, the Judicial Committee of the Privy Council considered that if there were a reasonable doubt about the sanity of the testator at the time when the instruments were made, the executor who propounded them and the East India Company who intervened to support them, would not have performed their duty if they had not taken the necessary steps to have that doubt removed by the adjudication of the proper tribunal; and their Lordships, therefore, reversed the sentence of the Court below (*x*), which condemned the company and the executor in costs (*y*).

(*To be continued.*)

REAL PROPERTY LAW.

Disabilities of Married Women.

In the last number, the incapacity of a married woman to contract for the sale or purchase of land was considered, we now proceed to consider the effect of her status on

The Execution of Powers.

A married woman may execute a power or authority in the absence of words to the contrary, whether such power is given to her before or after marriage, and the concurrence of her husband is not necessary. It was very early settled that a dry power (that is, one not coupled with an interest) might be exercised by a married woman without her husband's concurrence, although there were no express words stating that the power might be exercised by her, notwithstanding coverture. Lord St. Leonards' in his work on Powers, p. 153, thinks "that a married woman ought not to be permitted, in opposition to the rule of law, to divest herself of any estate or interest by the mere execution of a writing without a fine or recovery, although (he adds) certainly there is no objection to her executing a power simply collateral." But, as the cases now stand, a married woman may certainly defeat an estate limited to herself by the exercise of a power where, *ex. gr.*, she has a general power of appointment, with a limitation in default of appointment to herself in fee. In such a case she might defeat the limitation by exercising her general power of appointment, although she could not affect the estate vested in her except by an acknowledged deed. Of course where the power is given expressly to a woman being sole, she cannot execute it during coverture.

Section 78 of the Fines and Recoveries Act provides, that the *powers of disposition* given to a married woman by the Act shall not interfere with any power which, independently of the Act, may be vested in, or limited or reserved to, her, so as to prevent her from exercising such power. The Act did not extend to enable a married woman to *disclaim* by deed, but that omission was made good by the 8 & 9 Vict. c. 106, s. 7, which provides that after 1st October, 1845, an estate or interest in any tenements or hereditaments in England, of any tenure, may be disclaimed by a married woman by acknowledged deed.

The 1 Will. 4, c. 65, enables a *feme covert*, where she is entitled to any lease, to surrender it and take a new one; or where she might, in pursuance of any covenant or agreement (if not under disability), be compelled to renew any lease, she may, by direction of the court of chancery, accept the surrender and execute the new lease. The Leases and Sales of Settled Estates Act (19 & 20 Vict. c. 120) also confers additional leasing powers in the case of married women, infants, and other incapacitated persons, but provides for the separate examination of a married woman touching her knowledge of the nature and effect of the application to the court, whether the hereditaments are settled to her separate use or not.

Testamentary Incapacity.

Next, as to the testamentary capacity of a married woman. She is incapable of making a testament disposing of personalty without the license of her husband, except where she is entitled to the property in *autre droit* (as executrix), or of property settled to her separate use, or of property over which she has a power of appointment by will. Except in these cases, the husband's license or assent must be given to the particular will, and will give validity to it in the event only of his surviving her; and during her lifetime, and even before probate, he may revoke his assent at any time. Should the wife survive, any will made during coverture (whether with or without the license of her husband), except in the particular cases above mentioned, would be void as to any property acquired by her after her husband's death—unless it were confirmed or adopted by her after her husband's death—by some act amounting to publication. The probate of the will of a *feme covert* must necessarily be limited. If the will be in pursuance of a testamentary power the probate is limited to "all such personal estate as the deceased, by virtue of the power, had a right to appoint or dispose of, and has, by her will, appointed or disposed of accordingly:" Coote, 104. So, where the will disposes of her separate estate, or her savings therefrom, the probate will be limited thereto in like manner.

In a recent case, *In the goods of Wollaston, deceased*, (Court of Probate, 12 W. R. 18), the question arose whether there might be general probate of the will of a married woman who survived her husband, without republishing the will, it having been made since the passing

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the grant of administration with the will annexed to the substituted residuary legatee. The learned judge intimated that a refusal to propound a will must be considered as tantamount to renouncing probate; but *quære* whether it be competent to the Court to exclude an executor whom the testator has appointed to the office? See Fawkener *v.* Jordan, 2 Lee, 327—329; Evans *v.* Tyrer, 2 Rob. 128, s. c. 7 N. C. 296.

(*p*) Huble *v.* Clark, 1 Hagg. 115—127; Lillie *v.* Lillie, 3 Hagg. 184—193.

(*q*) Young *v.* Brown, 2 Hagg. 556—574; Huble *v.* Clark.

(*r*) Prinsep *v.* Dyce Sombre, 10 Moo. P. C. C. 232—302; Durling *v.* Loveland, 3 Curt. 225.

(*s*) See Nicholls *v.* Binns, 1 Sw. & Tr. 239—249.

(*t*) Prinsep *v.* Dyce Sombre, supra.

(*u*) Kinleside *v.* Harrison, 2 Phill. 449—573.

(*u*) See page 808 n.

(*x*) Dyce Sombre *v.* Troup, 1 Deane & Sw. 22, *cit infra*, p. 807.

(*y*) Prinsep *v.* Dyce Sombre, supra. Their Lordships, however, gave but one set of costs between the company and the executor.

of the Wills Act—whereby a will is to be construed to take effect as if it were executed immediately before the death of the testator, unless a contrary intention appear? If so, the effect would be to make good a will, after the husband's death, which might have been invalid before (*ex. gr.*, if the husband had not assented to it). But Sir C. Cresswell, refused to decide the question on motion, and evidently inclined to the opinion that the Wills Act would not render valid the will of a married woman, so as to be entitled to general probate, and to operate as from her death, where she survived her husband, without re-publishing it.

As to the legal estate in lands, a married woman is unable, at common law, to pass it by an ordinary will, since she was excepted out of the Wills Act of Henry VIII.; and the exoeption is preserved by the 8th section of the Wills Act, 1 Vict. c. 6, which provides that "no will made by any married woman shall be valid, except such a will as might have been made by her previously." Every will of a married woman passing a legal estate must operate as an appointment of a use (1 Jarm. Wills. 33). But where a married woman has made a contract before marriage as to specified lands, the court of chancery has treated her as having an equitable power to devise, and obliged the heir to convey accordingly.

The Divorce Act, 20 & 21 Vict. c. 85, s. 2, provides that a married woman, judicially separated, is, during such separation, to be considered as a *feme sole* with regard to property of every description which she may acquire.

Lastly, it is necessary to notice the machinery which the Fines and Recoveries Act provides for acknowledging deeds under its provisions. Section 79 provides that every deed to be executed by a married woman for any of the purposes of the Act, except such as may be executed by her in the character of protector for the sole purpose of giving her consent to the disposition of a tenant in tail, shall (upon her executing the same or afterwards) be produced and acknowledged by her as her act and deed before a judge of one of the superior courts, or before two of the commissioners as therein mentioned.

Section 80 requires the judge or the commissioners receiving the acknowledgment to examine her apart from her husband, and sections 81 and 83 provide for the appointment of commissioners. The General Rules of Hilary Term, 1834, prescribe the mode in which the examination shall be conducted; and order that one at least of the commissioners shall be a person who is not in any manner interested in the transaction, or concerned therein as attorney, solicitor, agent, or clerk; but it has been enacted by the 17 & 18 Vict. c. 75, that, after the certificate of acknowledgment has been filed, no objection upon this ground can be taken; and the case of *Re Mary Partridge*, 17 C. B. 18, decides that when the certificate is filed the deed will take effect from the time of the acknowledgment.

At the Leicester meeting of the Metropolitan and Provincial Law Association last autumn a useful paper (8 Sol. J. 33), containing practical remarks on this subject, was read by Mr. Payne, of Liverpool, in which he recommends that, instead of certificates, there should be an endorsement of due acknowledgment on the deed by the commissioner. In the discussion which ensued there are some valuable practical hints on the practice of taking acknowledgments.

COURTS.

MIDDLESEX SESSIONS.

(Before Mr. PAYNE.)

March 22.—Robert Griffiths, 24, cabinet-maker, was indicted for stealing six knives and six forks, a stock, a die, a plough, plane, and six irons, the property of Martin James Boon.

Mr. *J. P. Wood* prosecuted; Mr. *Pater* defended the prisoner.

The prosecutor is an ironmonger and tool dealer, living at No. 45, St. John's-square, and the prisoner rented a room at the back of his shop for six or seven months, and he used to look after the shop while the prosecutor was out on business. During that time a quantity of tools were missed. The prisoner was suspected of stealing them, and George Ranger, police-constable 109 G, took him into custody, telling him he was charged with stealing a stock and die. He said at first that he knew nothing about them, and attempted to run out of the shop, but he was followed and taken to the station-house. The policeman then went the prisoner's house, and in a portfolio found seventy duplicates for tools, three of them relating to the tools then produced. The prisoner was asked how he accounted for so many duplicates relating to tools, and he said some of them belonged to him, but the greater portion of of them belonged to the prosecutor.

During Mr. Pater's cross-examination of a witness the foreman of the jury remarked that he thought the learned counsel had no right to insinuate that the witness was not speaking the truth.

Mr. *Pater* said it would be better for the foreman not to get into collision with him, and insisted upon his right to cross-examine the witness with a view of eliciting the truth, and in his address to the jury with great emphasis exclaimed, "I thank God that there is more than one juryman to determine whether the prisoner stole the property with which he is charged, for if there was only one, and that one was the foreman, from what has transpired to-day there is no doubt what the result would be."

Mr. PAYNE said, that was a very improper observation for Mr. Pater to make to the foreman of the jury, and if he went on in that strain he should consult the Assistant-Judge, in the other court, as to what should be done.

This sort of thing being continued,

Mr. PAYNE left the court to consult Mr. Bodkin, and on his return said, I have consulted the Assistant-Judge in reference to this matter, but it is his opinion that at this stage it would not be fair to interfere, as it might prejudice the case against the prisoner at the bar, but when it is concluded we shall then consider what course should be taken as regards Mr. Pater.

Mr. *Pater* said there ought to be a fresh juryman in the place of the foreman, who had acted so improperly.

Mr. PAYNE.—You are only repeating your former insults.

Mr. *Pater*.—And I shall continue to do so to the end of time. Things have arrived at such a pitch that I am bound to resent, and, as a great number of the remarks which have fallen from the bench have been applied to me, I feel it my duty to speak my mind boldly, and I will always do so, no matter what the result may be. I am entrusted with an important duty, and, although the duty of the jury may be more important than mine, yet still mine is an important duty, for they are sworn to return a true and just verdict, and according to the evidence; I have to do a duty according to my conscience and the interest of the client committed to my care, and I thank God I have discharged that duty to the best of my ability, and which I shall continue to do as long as I have the honour to wear a wig and gown. Notwithstanding the interruption I have received from the foreman of the jury, let us now approach the facts of the case, and see how the evidence points to a conclusion to warrant you in returning a verdict of guilty. My learned friend, Mr. Wood, in opening the case, asked you to return a verdict in favour of the Queen, but the Queen cared very little what result they arrived at, and I do not know why the name of the Queen was introduced unless it was to give extra weight to the case that it did not possess. He then went over the evidence, and called upon the jury to acquit the prisoner.

Mr. PAYNE summed up the evidence, and the jury found the prisoner guilty, but recommended him to mercy.

The Prisoner made a long statement that he had been driven to the commission of the offence through poverty.

Mr. PAYNE sentenced him to be imprisoned and kept to hard labour for eight months.

The Assistant-Judge then took his seat on the bench.

Mr. PAYNE said, there is a matter connected with this case to which I have felt it to be my duty to draw the attention of the assistant-judge and the magistrates. Mr. Pater made use of some observations towards the foreman of the jury of a personal character. Those observations were, "I thank God that there is more than one juryman to determine whether the prisoner stole the property with which he is charged, for if there was only one, and that one the foreman, from what has transpired to-day there is no doubt what the result would be." The foreman was in that position, but, although he

wished some other person to take his place, his brother jurymen considered that to be unnecessary, and he remained. These personal observations were highly unjustifiable on the part of Mr. Pater, and I have thought it right to bring them under the notice of the Assistant-Judge. I therefore wish the opinion of the learned Assistant-Judge as to what course he would recommend should be taken.

The ASSISTANT-JUDGE.—Such things as these are most painful, and tend greatly to embarrass the administration of justice. I trust that Mr. Pater will withdraw the observations.

Mr. *Pater*.—Let me first inform your Lordship of a fact that has not been brought to your knowledge, for you were not present when this interruption occurred. The foreman on the previous day interfered in the same unjustifiable manner, and a learned friend of mine took the first opportunity of challenging him, and he was removed from the jury-box. I can form no opinion as to his reason for doing so, unless it arose from an inability to control his own temper. I conscientiously stated my opinion that if there had been but one juryman to decide the case an adverse verdict would certainly be returned, and when he interfered by making observations such conduct was unchecked by Mr. Payne. The foreman said he knew the object of such interruptions by counsel; and after the observations which fell from the bench I do not feel warranted in withdrawing the observations and adopt the course suggested by the Assistant-Judge.

The ASSISTANT-JUDGE.—This is a gross dereliction of duty, for the use of such language is perfectly unwarrantable. I should recommend Mr. Payne to treat these observations from Mr. Pater as a contempt of court, and unless they are withdrawn, I should recommend that a fine of £20 be inflicted on him, and returned to the Court of Exchequer, and the Barons of the Exchequer will determine whether the privilege of counsel is to be abused in that way. He hoped it would operate as an example, not much needed, because such conduct was confined to a very few individuals.

Mr. *Pater*.—I have acted conscientiously, and I decline to withdraw the observations,

Mr. *Warton*.—I wish to say a word. I confirm Mr. Pater in what he has said. The foreman was challenged by me for improper conduct the day before.

The ASSISTANT-JUDGE.—To challenge a juryman is the right of counsel, but it is a very different thing to abuse him.

Mr. PAYNE.—I saw nothing in the conduct of the foreman to justify the observations made on him.

Mr. *Pater*.—I wish to make a few observations.

Mr. PAYNE.—I must decline to hear you unless you withdraw the observations. Do you do so?

Mr. *Pater*.—Certainly not.

Mr. PAYNE.—Then I fine you £20.

Mr. *Pater*.—I can now say that the opinion I have formed of you is concurred in by every member of the bar.

Mr. *Abram*.—I do not concur in it.

Mr. *Wood*.—Nor I.

Mr. *Pater*.—You (Mr. Wood) prosecuted. The matter shall not rest here. I shall bring the subject under the notice of Sir George Grey, and very probably your removal from the Bench will be the result.

March 23.—In the course of the morning Mr. Pater, addressing Mr. Payne, said he had an application to make to him in reference to a matter which occurred yesterday.

Mr. PAYNE said he could not then listen to anything Mr. Pater had to say, but he could renew his application after the adjournment, when the Assistant-Judge would be present.

After the adjournment of the Court, on Mr. Payne taking his seat, and several magistrates being on the bench,

Mr. *Pater* said, I understand that the Court, as now constituted, will hear the application I was about to make before the adjournment.

Mr. Payne.—I have sent for Mr. Bodkin, as he wishes to be present.

Mr. *Pater*.—I understand that I was sent for to make my application, and I have an engagement at chambers.

Mr. H. HARWOOD, a magistrate.—Wait a minute until Mr. Bodkin comes, as he has been sent for.

The ASSISTANT-JUDGE then entered the court, and took his seat on the bench.

Mr. PAYNE.—Now Mr. Pater, I am ready to hear you.

Mr. *Pater*.—The application I wished to make before the adjournment of the court, and which I now make, is this—whether the words which are reported, "I thank God that there is more than one juryman to determine whether the prisoner stole the property with which he is charged; for, if there was only one, and that one the foreman, from what has transpired to-day there is no doubt what the result would be," are the words taken down by the Court, and are the words that are construed into a contempt of court?

The ASSISTANT-JUDGE.—It is no use asking such questions. If you have any application to make you had better make it.

Mr. *Pater*.—Are those the words that have been taken down?

The ASSISTANT-JUDGE.—You have been told yes.

Mr. *Pater*.—If those are the words taken down, my application is, that I may have a copy of the notes taken.

Mr. PAYNE.—The words you have read are the correct words, as I have said before. I acted in the belief that by those words you insinuated that the foreman of the jury was determined to convict the prisoner, whether he was guilty or not, and in violation of his oath.

Mr. *Pater*.—Then I am clearly to understand that the words taken down are construed into a violation of the foreman's oath? As counsel for the prisoner, I said he had prejudged the case.

The ASSISTANT-JUDGE.—This is but a waste of the public time. Do you withdraw the observations or not?

Mr. *Pater*.—I never intended to withdraw the words.

Mr. PAYNE.—The words you have read are correct. Let us have no more of the matter.

The subject then ended, and the regular business of the court proceeded.

SPRING ASSIZES.

HOME CIRCUIT.

LEWES.

March 21.—The commission was opened in this town to-day by Chief Justice Erle. Thirteen causes were entered for trial, nine of which were marked for special juries.

MIDLAND CIRCUIT.

LINCOLN.

(Before Mr. Justice BYLES and a Special Jury.)

March 18.—*Mackrill* v. *Oldridge*.—In this case Mr. *Macaulay*, Q.C., and Mr. *Stephen*, appeared for the plaintiff; and Mr. *Digby Seymour*, Q.C., and Mr. *Flowers*, for the defendant.

The plaintiff, who is a solicitor, practising at Barton-on-Humber, and doing a considerable business in the local courts of Lincolnshire and Yorkshire, was at the Swan inn on the 29th of January, in the commercial room. The defendant and two or three others were present, and a dispute appears to have arisen between the plaintiff and the defendant relative to some coals which the defendant alleged the plaintiff had had of him some eight or nine years before, and had not paid for. The plaintiff promised to inquire of his wife about the matter; but this appeared not to satisfy the defendant, who called the plaintiff a rogue, thief, and liar, and, advancing across the room, struck him three violent blows on the face. The plaintiff summoned the landlord to his protection, and was escorted home by him. The plaintiff's face was much inflamed and very painful, and about a fortnight after it was discovered that he was suffering from a slight concussion of the brain.

No witnesses were called on behalf of the defendant, but it was suggested that the plaintiff had drawn the assault upon himself by calling the defendant a fool, as it was admitted he had done, and it was contended that the case was very much exaggerated, especially with regard to the effect of the blows, which had neither broken the skin nor blackened the eyes of the plaintiff.

The jury found a verdict for the plaintiff—damages, one farthing.

YORK.

March 19.—The commission was opened in this city to-day by Mr. Justice Byles and Mr. Justice Blackburn. The West Riding cause list contained an entry of forty-eight causes, of which twenty were marked for special juries. The East and North Riding list contained an entry of about a dozen causes.

This being the first time that York has been included in the Midland Circuit, and, therefore, the first time that the Midland Circuit Bar has been amalgamated with a large section of the Northern Circuit Bar which has elected to come to York, a good deal of interest seemed to be occasioned by the novelty of the event, and also much uncertainty as to the barristers likely to attend. The members of the two circuits appear to have met on the most friendly terms, although it is more than probable that an uneasy anxiety is prevalent as to the current in which the business of the circuit may flow.

NORFOLK CIRCUIT.

CAMBRIDGE.

March 19.—The commission was opened in this city to-day by Mr. Justice Crompton. Seven causes were entered for trial, three of which were marked for special juries.

HUNTINGDON.

March 17.—The commission was opened in this town to-day by Lord Chief Justice Cockburn. Only two causes were entered for trial.

NORTHERN CIRCUIT.

LIVERPOOL.

March 17.—The commission was opened in this town to-day by Mr. Justice Willes and Mr. Justice Shee. The were 111 causes entered for trial, of which thirty-five belonged to the Salford, and seventy-six to the West Derby division. Forty-three were marked for special juries.

Nisi Prius Court.—(Before Mr. Justice SHEE.)

March 19.—It is an anecdote of the Northern Circuit that upon one occasion, when Mr. Justice Maule came down to the Liverpool assizes, and was the presiding judge at Nisi Prius, nearly forty causes were either withdrawn, referred, arranged, or struck out, in consequence of the parties not being ready for trial when called on, and all within a very short time, whereupon His Lordship said, "Now we have done a very good day's work," and adjourned the Court. A similar circumstance once occurred when Mr. Justice Cresswell sat in the civil court. This morning "the slaughter of the innocents" was repeated. As in this court there are usually more than a hundred causes for trial, there being at these assizes 111, it has been for some time past customary to prepare each evening a special list for the following day, and the parties in such list are always expected to be ready to proceed to trial when called on. But it frequently happens that a protracted cause will prevent the majority of the causes set down from being tried for two or three days. The result of this is, that the parties deliberately risk having their witnesses in attendance, and if one or two causes should enexpectedly "go off," the litigation following has to be *pro tempore* withdrawn. The list made out for this day comprised the common jury causes in the Salford list, down to and inclusive of No. 23. At nine o'clock, Mr. Justice Shee took his seat, and the first case called on, Coleman *v.* Williams and Another. At once a verdict for £200 was taken by consent. In the next case, Lord *v.* Law, the record was withdrawn upon terms. This unexpected turn in affairs placed the learned counsel in the following causes in a predicament. Relying upon the two causes we have mentioned being tried, the witnesses had not arrived from Manchester, Rochdale, and other places in the Salford district. The record had to be withdrawn in Bratzali *v.* Hampson, Booth *v.* Miller, and Eastham *v.* Bonelli's Electric Telegraph Company. Ogden *v.* Holt and Another was referred. On Swinglehurst *v.* Milnes and Others being called, the record was withdrawn. The next was Marland *v.* Gillespie, and as the witnesses resided in Liverpool, his Lordship agreed to wait five minutes, which the counsel for the plaintiff prayed might be extended to ten. At the expiration of a few minutes, Mr. Monk, Q.C., asked his Lordship to occupy the remaining five minutes in considering whether "the innocents" had not suffered sufficiently, and said that he felt that he had had sufficient "justice" done to him. His Lordship, however, determined to proceed with the list, feeling that as it was not likely such a circumstance could happen again, this example would have a good result when it became publicly known. Marland *v.* Gillespie then suffered the same fate as the preceding causes, and so did Wilson *v.* Whittaker and Others, and Swire *v.* Leech. In the next cause, C. C. Thomason *v.* Andrews, Mr. Temple, Q.C., was summoned hastily from the robing-room, and, on entering court, he made an almost breathless appeal to his Lordship, amid the renewal of the amusement which had been occasioned by the fate of the other litigants. The appeal was unavailing, and the record had to be withdrawn; as also in the next and last, Whitehead *v.* The Manchester, Sheffield, and Lincolnshire Railway Company. The Court then adjourned, shortly before half-past ten o'clock, until ten o'clock on Monday morning. It has been customary at the Liverpool assizes on several occasions to open the courts on Good Friday after divine service. Mr. Justice Shee consulted Mr. Justice Willes on this subject to-day, and their Lordships arranged that the courts should be closed on Good Friday.

OXFORD CIRCUIT.

HEREFORD.

March 21.—The Commission was opened in this city to-day. The civil business was light.

SHREWSBURY.

Civil Side.—(Before Mr. Baron PIGOTT and a Common Jury.)

March 18.—*Sill* v. *The Great Western Railway Company.*—This was an action to recover damages for an injury alleged to have been caused by the negligence of the defendants in carrying the plaintiff from Birmingham to Ludlow. The defendants denied their liability.

Mr. *Huddleston*, Q.C., and Mr. *G. Browne*, were for the plaintiff; Mr. *Powell*, Q.C., and Mr. *Motteram* for the defendants.

The plaintiff was formerly a solicitor, and is now engaged in assisting solicitors in their business at Birmingham. On the 10th of August last, he took a return ticket from Birmingham to Ludlow and back at the defendants booking-office at Birmingham. The train he went by arrived about a quarter of an hour late at Shrewsbury. After some delay at that station the train was started as if for Ludlow, but after proceeding a short distance was stopped, and in a few minutes returned to the station. Another start was subsequently made and a second stoppage and return as before to the station. When it had almost got back again to the station the plaintiff stood up in the carriage and was looking out of the window with his left foot crossed behind his right leg, and resting on the cushion of a seat, when, as the plaintiff said, a sharp collision took place, and he was thrown down on the seat on which his left foot was, and sprained his left knee. He did not feel any pain at the time, went on to Ludlow, and returned to Birmingham that night. He felt a little lameness at Birmingham, and the next morning felt too unwell to get up before eleven o'clock in the morning. He was able to go on business to London and Croydon that day, and return to Birmingham the same night. His knee became very painful that day. The next day he went to Gloucester, and transacted business there; but though he intended to go on to Ludlow, he was unable to do so, and returned home. The following day Mr. Pemberton, a surgeon, at Birmingham, was called in, and by his advice fomentation and liniments were applied. The plaintiff was confined to his house for twelve days, and his knee was still painful, though it will no doubt recover.

Mr. *Powell* stated that the moving of the trains backwards and forwards at the Shrewsbury station, was in order to make room for trains coming in from Stafford and Crewe to Shrewsbury, and to secure greater safety for passengers, and contended that the collision, as the plaintiff termed it, was an ordinary jolt arising from the buffers of two carriages coming into contact, and that the plaintiff would not have suffered the injury he had but for his own imprudence in standing up in the position he did. The particulars of the plaintiff's claim were referred to, to show that the claim, in the first instance, was an exorbitant one, though on the trial he professed himself willing to leave the question of damages to a referee.

The learned JUDGE, in summing-up, said that the question whether there was a collision in the proper sense of the word or not was the chief one for the jury—for that description of accident *primâ facie* imported negligence. And they must, therefore, consider whether there really was a collision or whether what occurred was a jolting and an accident to the plaintiff arising from his own conduct in putting himself into the position he was in when it occurred.

The jury, after retiring, found a verdict for the plaintiff.

Damages, £25.

WESTERN CIRCUIT.

TAUNTON.

March 18.—The commission was opened in this town to-day by Mr. Baron Martin and Mr. Baron Bramwell. Mr. Thomas Edward Chitty, of the Northern Circuit, having been appointed clerk of the assizes in the place of the late Mr. Gurney, took his seat in court this morning for the first time.

GENERAL CORRESPONDENCE.

SALARIES TO ARTICLED CLERKS.

"An Articled Clerk" may be *ingenui vultus puer ingenui que pudoris*; but when he asks "of what use is an articled clerk the first three years," he is modest only to be unjust. It

is modest in him to infer from his own abilities, a reply favourable to his argument, but unjust for him to suppose all articled clerks to be counterparts of himself. As for reducing articled clerks to the level of apprentices, the difference, if any exists, lies in the nomenclature, and it is difficult to perceive a substantial distinction between the two grades.

The anecdote of the apprentice's indentures, with the reservation of weekly payments, is diverting, but does not otherwise call for comment.

The last and most absurd query is, "does a medical student receive a salary?" The duties and treatment of the two are so dissimilar, that "an Articled Clerk" might have asked with as much wisdom, does an undergraduate receive one? Articled clerks are credited with being solicitors' pupils. Such they are not. The solicitor seldom, if ever, instructs his clerk. He avails himself of his services for copying out drafts and other office work, as he does his paid clerks; but for theoretical knowledge—what is principally required of him at his examination—he must seek the coach—a fact, in all probability, which even "an Articled Clerk," who takes up the gauntlet as the solicitor's Paladin, will not deny. Q.

March 21.

MEMORIAL TO THE INCORPORATED LAW SOCIETY AS TO HONOURS.

In the *Solicitors' Journal* of the 7th of November last (*ante* p. 10), a copy of the above memorial is inserted. The original was duly presented on the 21st of December last. As many of your readers subscribed their names thereto, and many others feel a deep interest in its fate, you will perhaps insert the enclosed copies of letters. WALTER WEBB.

8, Furnival's-inn, 19th March, 1864.

The following are the letters referred to:—

To the Secretary of the Incorporated Law Society.

8, Furnival's-inn, London, E.C.,
9th March, 1864.

Dear Sir,—On the 21st of December last I had the honour to lodge with you a memorial addressed to the president, vice-president, and members of the Council of the Incorporated Law Society, advocating the mention of honours in the *Law List*, and a public distribution of prizes, signed by forty-nine solicitors to whom honours had been awarded. Very great interest is felt by all old prizemen as to the success of the memorial, and as they are altogether in the dark upon the subject, for their sakes and my own, may I request you to inform me whether or not the memorial has been favourably received, and whether or not the suggestions therein contained, or either of them are, or is likely to be, acted upon.

I am, dear sir, yours truly,
WALTER WEBB.

Incorporated Law Society, U.K.,
Chancery-lane, London, W.C.,
18th March, 1864.

Dear sir,—The Council have given the subject of the memorial forwarded by you in December last, full consideration, and I am now directed to inform you that they do not think it desirable to take any steps towards the adoption of the suggestions contained in it relating to the mention of honours obtained at the examinations in the *Law List*, and the public distribution of prizes.

I have had the pleasure of laying your letter of the 9th instant before the council.

I am, dear sir, yours faithfully,
E. W. WILLIAMSON,
Secretary.

Walter Webb, Esq.,
8, Furnival's-inn.

APPOINTMENTS.

The Home Secretary has appointed Mr. GEORGE FRANCIS, barrister-at-law, to the Recordership of Faversham, Kent, vacant by the resignation of Mr. E. P. Alderson. Mr. Francis was called to the bar in 1850, and has since practised at the assizes and sessions on the Home Circuit.

MR. THOMAS EDWARD CHITTY, of the Northern Circuit, has been appointed clerk of assize for that circuit, in the place of the late Mr. Gurney.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Friday, March 18.

COURT OF CHANCERY (DESPATCH OF BUSINESS) BILL.

On the motion of the LORD CHANCELLOR, this bill, the object of which was the appointment of a clerk, in consequence of the augmentation of business, was read a second time.

CONVEYANCERS, &C. (IRELAND), BILL.

The LORD CHANCELLOR said the object of this bill was to correct an evil which had already been corrected in England, arising from the business of conveyancing being conducted by persons not being members of Inns of Court.

The bill was read a second time.

HOUSE OF COMMONS.

Friday, March 18.

BANKRUPTCY COURTS, DUBLIN.

Mr. VANCE asked the Secretary to the Treasury if any arrangements were in progress to give better accommodation for the transaction of public business in the Bankruptcy Court in Dublin.

Mr. F. PEEL said that the estimates for the ensuing year would make the necessary provision.

PROVINCES.

LIVERPOOL.—Mr. Serjeant Wheeler, on Monday, delivered judgment at the Liverpool County Court, in a case of considerable interest to corn importers. The plaintiffs, Messrs. T. M. and J. Patterson, corn merchants of Liverpool, were the consignees of a portion of a cargo of Indian corn, which was brought to Liverpool by the ship *B. S. Kendall*. The defendant, Mr. Henry Jump, of 11, Drury-lane, was the master porter engaged in the delivery of the cargo; and the plaintiffs now sued him for 295 bushels of corn, which they alleged had been appropriated to them as "spillage," and afterwards detained by the defendants, or the value thereof, £20 19s. In this instance, in addition to the usual proportion of spillage, a portion of the corn taken out of the vessel to lighten her had got loose; and although it was clean corn, the plaintiffs said it was treated as and became spillage. Mr. Taylor, the consignee of the vessel, said, with respect to the clean corn, that any experienced person must have known at once that it did not constitute spillage in the mercantile sense of the term, and, on discovering that Messrs. Sellers & Co., consignees of another portion of the cargo, had not received their full portion, he directed that 200 bags of the so-called spillage should be reserved for Messrs. Sellers & Co., and that the residue should be divided amongst the other consignees in the proportion of their respective deficiencies. The consignee of the ship having assumed this responsibility, the master-porter declined to give up to the plaintiffs the portion of the spillage which they claimed, and the plaintiffs then refused to consent to Mr. Taylor's appropriation. Upon their refusal, Mr. Taylor sold the 806 bushels, and obtained for 720 bushels the market-price for good Indian corn. His Honour said he had no satisfactory evidence of the appropriation which the plaintiffs stated had been made in the first instance; and the master-porter could not appropriate as spillage that which did not constitute spillage. If he had made such an appropriation, the consignees of the ship would have had a right to interfere to prevent the delivery.

Verdict for the defendant with costs.

SCOTLAND.

A curious point was recently brought before the Court of Session at Edinburgh. A lady brought an action for breach of promise of marriage against a gentleman whose name is not stated. It seems that in January, 1863, the gentleman proposed and was accepted; but in May following he sent a letter to the lady confessing with pain that he did not love her, but offering to marry her if she would have it so. The lady contended that this letter was a virtual breach of his engagement. She averred that, by the marriage formula of the Established Church of Scotland, the man solemnly "vows to be a loving and faithful husband," and the woman a "loving, faithful, and

obedient wife;" that this was the kind of marriage which was in the contemplation of both parties when they entered into their engagement, and not a marriage without love; and that, although in the letter the defender pretended to give the pursuer the option of either marrying him "in the absence of love" or of breaking off the engagement, that was a mere cunning and fraudulent device on his part to escape the responsibility which he knew he had incurred. The Court decided that the case should be tried in the regular form, though the defendant urged there was no evidence to go to a jury.

The Court of Session has risen for the spring vacation; the first and second divisions of the Inner House, however, continue their sittings until the end of the month, for the disposal of special cases. During the session, from the 12th of November, 1863, till the present date, 626 new cases have been brought into court. This shows a decrease of fifty-five cases as compared with the winter session of last year—the number for that period having been 681.

IRELAND.

The precedency contest has cost the corporation of Dublin £571, including £241 for fees to counsel, £91 for law costs to its solicitor, and £14 for telegrams; about which some malcontent members of the town council have expressed their dissatisfaction.

A corporal of the Royal Artillery, named Farquhar, was on Monday mulcted to the amount of £35 for the seduction, under a promise of marriage, of a young woman. The case showed very heartless conduct on his part. She became a mother, but he refused to contribute to the support of her child; and, on her attempting to leave it at the office where he was employed as a clerk, he had her arrested for deserting it. An action was then brought against him, in which he let judgment go by default, and the above sum, with costs, was awarded by a jury in Master Bushe's office. He pleaded that the Articles of War exempted him from the jurisdiction of the Court, but the Master overruled the objection. As his pay is only two shillings and tenpence a-day, he will be seriously embarrassed by the consequences of his perfidy.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

Interrogation of Prisoners.

There has recently been a very interesting trial before the Court of Assizes at Aix, near Marseilles. It is a good illustration of the mode in which the French system of interrogating prisoners practically operates. It appeared from the indictment, that, on the 7th of July last, Maurice Roux, the man-servant of M. Armand, a wealthy landowner, in the neighbourhood of Montpellier, was found in his master's cellar, bound hand and foot, and half-strangled by a rope round his neck. Medical aid and the police were simultaneously called in. The physicians reported him within an ace of death, and it was suggested that, as he was unable to speak, he should be questioned as to whether he knew who had attempted to murder him, and he was told to point out his assassin's name by means of an alphabet that was placed before him. To the surprise of the bystanders, he gave his master's name. He was soon after removed to the hospital. He recovered the use of his tongue, and then, on being told that it was very doubtful whether he would recover and implored to tell the truth, he repeated his accusation, and swore a solemn oath as to its truth; after which he received absolution and the Communion. He stated that his master, M. Armand, was a hard man, and that he (Roux) had grumbled against the hard usage he had received at his hands. On the 7th of July, aforesaid, Roux went to the cellar to fetch up some wood. His master had rushed upon him, and exclaiming, "I will teach you to call my house a kennel," garotted him, and he had become insensible, and recollected nothing further until his release. On this charge M. Armand was placed under arrest, examined by a juge d'instruction, and committed for trial at Montpellier Assizes, in September last. The trial was about to commence, when Roux, who by this time had recovered, was attacked in the streets of the town, and left senseless, "by some person or persons unknown." Under these circumstances, the venue was changed, and the trial came on for good before the Court of Aix, on the 14th inst., the prisoner's counsel being M. Jules Favre and M. Lachaud. The *acte d'accusation* having been read, the Procureur Imperial adopted the unusual course of rising to make a speech to the jury. He began by stating that he would "lay the case before them," so that their minds should not be influenced by anything they had heard out of court, and, in the course of his dispassionate statement, "made so virulent an attack against the prisoner, that M. Jules Favre remonstrated." This part of the business over, the president proceeded to question the prisoner. This is by far the most curious part of the procedure:—

"President.—Here you are now before justice, which seeks but one thing—to arrive at the truth. M. le Procureur Imperial thinks he has already found it out. Gentlemen of the jury are anxious for it, and it is my duty to do my utmost to elicit it. I will now interrogate you, and fix the culminating points under investigation. You are married?

"Prisoner.—I am.

"President.—Have you any children?

"Prisoner.—I have not.

"President.—What are your nearest relations.

"Prisoner.—Uncles and aunts. I lost both my parents at twenty. I was brought up by one of my uncles. I became his partner, and since his death I have admitted one of my clerks to partnership. That is my life.

"President.—So you have only uncles and aunts and cousins?

"Prisoner.—It is so."

The prisoner was next asked about his marriage, and then about his fortune, and when he said that he had only about £30,000 capital, M. le President gave a broad hint that he suspected him of not telling the truth on the subject. The judge proceeded—

"President.—Prisoner, tell me your daily habits and mode of life?

"Prisoner.—Well, it depends a good deal on the season of the year. In July I get up between nine and ten o'clock.

"President.—That is rather late.

"Prisoner.—M. le President, I have sworn to tell the truth, and I am telling it.

"President.—Don't swear, but let us have it.

"Prisoner.—I generally go to my counting-house in the morning. I dine at noon. After dinner I often go into the country. I very seldom go into town, and lead a quiet domestic existence."

The president then asked Armand what he had done on the day of the murder. He related all his movements, and stated that when at supper or dinner on the evening, he was told that Roux, who had been missing, and for whom he had been inquiring all day, was nearly lifeless in the cellar; he immediately sent for a doctor, a priest, and the police. The president then put the following questions:—

"At what time did you retire?

"Prisoner.—At about eleven.

"President.—Did you sleep well?

"Prisoner.—Very well, indeed. I require a good deal of sleep, and slept soundly.

"President.—And yet you say you are naturally kind-hearted. Here is a man nearly murdered in your house, and yet you sleep. You must have great command over your nerves."

In answer to further questions, the prisoner stated that it was only next morning, whilst still in bed, that he heard that Roux charged him with having attempted to murder him. His first impression was that he was insane, and as he ascertained that he persevered in the charge, and that there were no signs of insanity about him, he came to the conclusion that the man had tied himself up, and half strangled himself, with a view to extort money. The evidence for the prosecution aimed at proving that it would be impossible for Roux to have tied himself up in the way he was found in—and that Armand was a man of irritable temper, who had been goaded to the quick at Roux's calling his house a kennel.

The following is the deposition of M. Amilhau, the juge d'instruction, as examining magistrate, who sent M. Armand for trial. The examination of the juge d'instruction is most irregular, and M. Jules Favre, and the other counsel for the prisoner, handed in a formal protest against his being called on to give evidence, but all to no purpose. "M. le Juge d'Instruction" was called, and, on the invitation of the president, made the following statement:—

"On the 8th of July I proceeded to the house of M. Armand, together with M. Bayssade (a commissary of police), who told me as we walked along what he had heard from persons who were attending upon the sufferer—signs which Roux had made

and from which it was inferred that an attempt at murder had been committed upon him. I was also told that he designated one Armand as his murderer. I did not then know who M. Armand was. I had never met him nor heard his name, and fancied it was an ordinary case of attempted murder. I went up into a room above the stables. There I found the Procureur Imperial and several other persons. The procureur came towards me and said—'A great crime has been committed. I have just questioned the victim by means of an alphabet, and he points out as his assassin, Armand, his master, a very wealthy man.' M. Bayssade then showed me a pocket handkerchief with which Roux's legs had been secured; it was marked with the prisoner's initials. M. Bayssade had also collected various other objects which had served in the perpetration of the crime, and told me all that had taken place. I saw in the bed a man whose face was livid, and who was perfectly motionless. It was Roux. I told him who I was, and asked him if he had anything to say. He turned towards me; and I must confess that his face terrified me. I then swept out of mind all that I had heard about the case, and asked him if he had intended to commit suicide. He made a sign in the negative, and I proceeded to draw up minutes of his examination. I have recorded in these minutes that he expressed his feelings with energy. This requires explanation (as Roux professed to be unable to speak), but what I meant may be easily conceived. All his strength was concentrated in his eye. I then asked him if any one had attempted to murder him. 'Could you point him out?' He replied in the affirmative; and, on my presenting the alphabet to him, he pointed out the letters forming the name of Armand. I adjured him to tell the truth, reminding him that he had, in all probability, but a short time longer to live, and bade him reflect on the serious consequences of a false accusation. I varied the questions, and again and again implored him to retract if the charge were not true. But he persisted in it. When I left the room I was greatly moved (*très emu*). I determined to confront M. Armand with his accuser. In the course of my career I have never seen a master charged with murdering his servant, and I could hardly make up my mind to believe that such could be the case. However, I determined attentively to watch M. Armand's demeanour. His appearance did not strike me as that of a man whose mind is at ease. He advanced to me as though he was not aware of the charge hanging over him. His face was anxious, but it would be too much to say that it bore a look of consternation. I said, 'You know the very serious charge which is made against you? Maurice Roux states that you struck him, then bound him hand and foot, and attempted to strangle him—he affirms it on oath.' M. Armand exclaimed, 'What you tell me is impossible; it must be a joke!' I replied, 'Justice never jokes; this is a most serious business, and I should recommend you to behave more becomingly.' Up to that moment Armand had remained at some distance from the bed. I told him, 'Come forward; you will judge for yourself.' I then addressed Roux, who had turned his face towards the wall, 'Your master is here, Roux; look at him and at me.' Roux then turned, and, fixing his eyes on his master, kept staring at him. 'Here is your master,' I said, 'do you persist in maintaining that he attempted to murder you?' He made a sign which meant yes. 'But,' I added, 'Are you sure that it was he? Did you see him? Do you recognise him?' Maurice Roux, on hearing these words, made a movement; his eyes assumed a most energetic expression. He raised his hand and pointed to Armand. I was greatly moved (*très emu*) at all this. I turned to Armand and said, 'You see this is a serious business.' He replied, '*C'est écrasant* (crushing). I then said to Roux, 'If you are not quite sure it was your master, if you have told us a falsehood, retract it; you cannot be prosecuted for a first falsehood which you did not persist in.' He then, in a faltering way raised his hand, and, on my asking him, 'Do you swear it,' he made a sign in the affirmative. This scene was becoming protracted. I was in haste to arrive at the truth—I longed to have in my office this master charged with murder, to question him to elicit the truth. Anxious to spare him the humiliation of being brought before me by a couple of gendarmes, I requested him to call on me. When he entered my room, I showed him his warrant of committal ready filled up and signed on my table, and told him to give me explanations. He said he could prove an *alibi*. I confess I was greatly moved (*très ému* again!) when he made this declaration. But, in the interest of justice, before he left I had sent for his cook and wife's *femme de chambre*. I told him to withdraw, and then questioned those two women, and I deeply regret to say I found that M. Armand had told me a falsehood. On the one hand, I had the declarations of Maurice; on the other hand, an allegation of an *alibi* destitute of proof. I ordered the arrest of M. Armand. Subsequently, Maurice Roux was conveyed to the hospital, and on the following day I was happy to hear he had recovered his speech. I questioned him, and he repeated his declarations. He was thought to be in a very dangerous condition, and the Last Sacrament was administered to him. As the preparations were making, I said, 'Maurice, the ceremony which is preparing warns you that you are not long for this world; will you be guilty of sacrilege by persisting in your false declarations?' He rose, and, stretching forth his hand, said, 'I swear that Armand is my murderer.' I knelt, and the chaplain administered the Communion to him. I was deeply moved (*profondément ému*) at this scene. It was no comedy, but a soul-stirring tragedy, and it has left ineffacable traces on my heart and mind. A fresh 'confrontation' between the two men appeared to me indispensable. I ordered Armand to be sent for, and placed him at some distance from the bed, having already had some experience of the violence of his temper. After some questions, Roux told me to ask M. Armand to come a little closer, and that he (Armand) would confess everything. I requested him to come forward. Then Roux exclaimed, 'Look at me, you scoundrel; see what a state you have put me in; can you deny?' At these words Armand indulged in a movement of anger, and rushed towards Roux with his clenched fists. Roux kicked out, and the blow was caught by a policeman, whom it knocked off his legs. I asked Armand, 'What did you intend doing? As for me, I consider what you have just done as a proof of the crime of which you are accused.' This, M. le President, is all I have to say."

With this the juge d'instruction sat down. The president put a few insignificant questions to him, but cross-examination not being permitted by the *code de procedure*, the prisoner's counsel were unable to bring this very "*ému*" magistrate to book; but the prisoner, on being asked to reconcile some discrepancy between his evidence and that of the juge d'instruction, indignantly exclaimed that "M. le Juge d'Instruction was always contradicting himself," and, a smart discussion arising, a copy of the notes of the "juge d'instruction" was put in, in which it was shown that Armand having spoken of a "woman" of Alais, as witness, he had written down "a man." He gave no other explanation than that "he could not understand how he came to have written down that word." A female servant, the *femme de chambre* of Madame Armand, was then called, but gave precise evidence that she heard the prisoner humming a tune in his bed room at half-past eight—the hour at which, according to the prosecution, he was engaged in strangling Roux.

Roux, himself, was then examined. He is a man of about thirty, rather delicate in appearance. He said he had noticed that Armand entertained a strong feeling of hatred against him, and that whilst waiting at table, his master gave him terrific scowls when handing round the dishes. He saw the place would not suit him (he was engaged as a coachman), and so he went in quest of another situation, and when he came home in the evening his master was perfectly wild after him. Next morning he went twice to the cellar to fetch some wood; the cook told him she wanted some more, when he went down again; suddenly he heard his master's voice exclaim, "I'll teach you to call my house a kennel," and he rushed at him like a wild beast, and stunned him. The witness then went on in a rambling style, in the course of which he indulged in coarse abuse of the prisoner, which the president did not seem to think it his duty to check. Armand grew exasperated at being thus reviled, and his counsel had some difficulty in keeping him quiet. The president plied Roux with questions, but he maintained that it was his master that had attempted to strangle him. The president asked him what motive he could suppose his master to have for such a crime. He replied that he thought it was revenge for having called his house a kennel. It also came out that Roux was rather a loose character, and indiscriminate in his amours. At the close of his evidence a curious little fact was brought to light—viz., that the police had obtained for him gratis admissions to the theatre of Montpellier. The case stands adjourned, owing to the illness of a juryman, and is not expected to be resumed for a week.

Four newspaper correspondents, arraigned for using manifold writers and supplying the same copy to a group of provincial papers (all of Legitimist proclivities), have been tried and sentenced to fine and imprisonment. It was laid down as Imperial law that to issue any MS. duplicate of a political page was to publish an unauthorised journal, type being no necessary ingredient in that offence.

REVIEW.

A Popular and Practical Introduction to Law Studies, and to every Department of the Legal Profession. By SAMUEL WARREN, of the Inner Temple, Esq., D.C.L. Oxon, F.R.S., one of her Majesty's Counsel, Recorder of Hull, and Master in Lunacy. Third edition. Entirely re-written and greatly enlarged. In two volumes. Maxwell. 1863.

It is now nearly thirty years since Mr. Warren gave to the profession the work which afterwards became, and has remained down to the present time, the favourite first-book of students for the Bar and articled clerks. He was himself then rising into notice as a brilliant writer in other departments of literature, and had not yet gained admission to the ranks of the profession, of which he afterwards became a distinguished ornament. It was natural, therefore, that the first edition of this book should have been characterised rather by a felicity of style, and a copiousness of illustration, such as might be expected from a writer who had, up to that time, devoted his pen mainly to subjects of literary interest, than by that practical acquaintance with the domain of law, and the pursuits of its professors, which might fairly be looked for in an experienced lawyer. It is hardly necessary to say that this remark is wholly inapplicable to the work now before us, in its third edition. We have, no doubt, the same characteristic style—the *copia verborum*, and graceful diction—but we have also the accumulated results of great and varied experience, close observation, and thoughtful reflection. Having his attention directed so early in his professional career to the subject of law studies, and to the organisation of the profession in its various departments, Mr. Warren seems to have carefully noted, during his long experience at the Bar, and while he had the honour of a seat in Parliament, all the various topics connected with it, that, from time to time, came under his consideration, and to have formed opinions upon most of them;—so that, when at length he sat down, after so many years, to give us the result of his cogitations, it was only necessary for him to put in words what already had passed through his thoughts, and had received his decision as to its relative place and value in the forthcoming volumes. In this respect the third edition of this work differs from the majority of those which in modern times issue from the legal press. It is not a piece of mosaic in which the skill of the artist is shown in dexterously joining together and arranging the manufacture of other men. Nor does it—like too many of those new houses which of late years have sprung up like mushrooms in the suburban districts—show symptoms of exigency and haste, which too often characterise the labours of legal text-writers not less than those of the metropolitan builders that hang on the outskirts of civilization. Mr. Warren brings from his treasures things both new and old, but there is nothing that he offers which he has not himself first well handled, and, at least in some measure, made his own. There is everywhere evidence of long reflection and of personal conviction; and, even where some phase or illustration of a topic is modern, the topic itself is sure to be familiar to the mind of the author, and to have already received his consideration. The remarkable cases of *Swinfen* v. *Lord Chelmsford* and *Kennedy* v. *Broun* are illustrations in point. These notable cases came before the court while the work was going through the press, and just as Mr. Warren had finished his chapter on the Ethics of the Bar, which is one of the most interesting in either volume. He is, therefore, enabled to discuss their effect with the light afforded by his previous researches into the ancient precedents, not only of our own jurisprudence, but also that of other countries, including the great fountain of the law of modern times—Imperial Rome itself. So the various important changes in the practice of the courts on either side of Westminster Hall which have been made during the last three years, are exhibited, not as mere dry matters of fact, but as parts of a harmonious whole, or as exhibitions of some operative principle which is now finding its development in legislation or in the decisions of the judges.

It is, of course, impossible for us to advert, however slightly, to all the main subdivisions of this work, and, fortunately, it is not necessary for us to do so, as many of our readers have long been familiar with its earlier editions. We may mention, however, for the benefit of those who have not yet crossed the threshhold of the profession, that it contains some useful chapters describing the present position of the Bar—the duties, difficulties, and emoluments of its members, and the qualifications necessary for success. Numerous points of interest touching the etiquette of the profession, or relating to its history, are incidentally discussed. There is a very elaborate chapter on Mental Discipline and another on General Knowledge, which are well enough in their way and are certainly written with great spirit, but they can hardly be said to have any special relevancy to legal studies, any more than they have to clerical or medical studies. Supposing the student to have had the advantage of an university education they must be regarded as quite unnecessary. To one who has not been so fortunate, they may, however, be of some use as an incentive and guide to learning. The part of the work which we conceive to be of most value is that in which the author gives an account of the administration of civil justice, and of its various departments. A student will find nowhere else so readable and graphic an introductory sketch of English law and tribunals. Even a barrister who is conversant, from his reading and practice, with only one of the great branches of law, may read with profit Mr. Warren's summary relating to the others. Not only the immediate, but also the indirect and remote effects of recent legislation, are clearly shown, and there is always an anxious desire on the part of the author to connect the changes which, of late years, have been so numerous and important, with the principles to which they are attributable. We may add that the appendix contains a list of the principal offices and salaries of judges, law officers of the Crown, recorders, and other officers connected with the administration of justice in the United Kingdom of Great Britain and Ireland, the colonies, and India.

Whatever Mr. Warren writes is worth reading. There is a touch of genius about all that he does, and if he is sometimes carried away by his enthusiasm to the realms of Fancy, he manages, nevertheless, to give as much solid information and sound advice to his young readers, as if he were nothing better than one of those Chamber Counsel, upon whose dull fate even Lord Campbell could afford to bestow some sympathy.

CHANCERY FUNDS COMMISSION—REPORT OF COMMISSIONERS.

This report has just been issued, and the following is a summary of the recommendations contained in it:—

AS REGARDS THE ACCOUNTANT-GENERAL'S OFFICE AND THE FORMS OF BUSINESS IN USE THEREIN.

As regards the Financial Department of the Court of Chancery generally, and the constitution thereof.

1. That the Act of 12 Geo. 1, c. 32, should be repealed, and that the Accountant-General's office should be re-constructed under general orders to be issued by the Lord Chancellor.

2. That a standing committee, consisting of certain officers of the court of chancery, should be appointed by the Lord Chancellor, whose duty it should be to consider any suggestions that may be made for improving the mode of transacting the business of the office, and to report to the Lord Chancellor, at least once a year, whether any and what alterations should be made in the general orders regulating the department.

As regards the Relations between the Accountant-General's Department and the Bank of England

1. That the regulation which prevents the Accountant-General from intermeddling with the suitors' money and effects should be preserved intact; and that the actual receipt, payment, and delivery of the moneys and securities belonging to suitors should, as heretofore, be managed by the Bank of England; but that the system of duplicate accounts should be discontinued, and that the Bank should keep the Accountant-General's account in the same manner as it keeps the accounts of its other customers.

2. That means ought to be provided for receiving money and cashing the Accountant-General's drafts, either under the same roof as the Accountant-General's office, or in its immediate vicinity.

3. That the Bank should be remunerated for the work which it performs for the chancery suitors by a fixed annual payment, to be from time to time settled by the Lord Chancellor and the Governor of the Bank, with the approbation of the Lords Commissioners of her Majesty's Treasury.

As regards the Relations between the Accountant-General's Office and the Report Office.

1. That the practice of filing certificates at the report office should be discontinued; and that certificates of transactions, recorded in the Accountant-General's books, should be obtained from the Accountant-General's office.

As regards the Relations between the Accountant-General's Office and the Registrar's Office.

1. That instead of being required to act upon the origina

order the Accountant-General should be furnished with and act upon pay sheets or abstracts in a tabular form prepared in the registrar's office, for the accuracy of which the registrar should be responsible.

2. That so long as the Accountant-General is required to act upon the original order particular attention should be paid to the suggestions contained in the Accountant-General's Observations, paper No. 9, par. 2, viz.:—

1st. Every decree or order directing the payment or transfer in, or carrying over of any funds should have inserted in the body thereof the exact title of the fund, as the same is to be raised in the Accountant-General's books, and not describe the fund by reference to the title of the decree or order.

2ndly. Every decree or order dealing with a fund in court should have inserted in the body thereof the title of the fund from the Accountant-General's voluntary certificate, and not describe the same by reference to the title of the order.

3rdly. In every decree or order dealing with a fund in court containing the expressions "out of any other cash," and "out of any other Bank Annuities," the source from which the other funds are expected to come should be stated.

4thly. In every decree or order directing the computation of interest, the day up to which such interest is to be computed should be named.

3. That so long as the Accountant-General is required to act upon the the original order, money orders should have a distinguishing mark or stamp impressed upon them by the assistant clerk to the registrar before being left for entry; that they should be entered in registrar's books distinct from other decrees and orders, and should be consecutively numbered, and that each sheet when filled should be transmitted by the entering clerk to the Accountant-General's office; and that the certificates of the taxing masters and of the judges' chief clerks, upon which the Accountant-General has to act (after being filed in the Report Office, and after an office copy has been made for the solicitor), should also be transmitted to the Accountant-General's office; and that the clerk of certificates, whose duties will cease on the discontinuance of filing the Accountant-General's certificates at the Report Office should be accommodated with a seat in the Accountant-General's office, and that it should be his duty to make and keep an index to money orders, and to have the custody of the certificates of the taxing masters and chief clerks, and also of the sheets of the registrar's books until the end of the year, when they should be transferred to the clerk of reports.

4. That in decrees and orders made in any cause commenced since 1852, the reference to the record described in 1 Consol. Orders, 48, should be added to the title of the account to be raised.

5. That the practice of requiring the registrar's directions for the sale, transfer, and delivery of stock and securities should be discontinued.

6. That the counter-signature of the registrar to the Accountant-General's drafts should be dispensed with.

As regards the internal Work of the Office, and the establishment of a system of Audit.

1. That directions to the Accountant-General in money orders or in the pay sheets or abstracts thereof (as the case may be), should in all cases be noted by the Accountant-General; and that the Accountant-General should operate thereon on receipt of the money order or pay sheet, unless or until a request from one of the solicitors for any of the parties or the persons interested in the cause or matter to suspend any of such directions be left with the Accountant-General; and that directions to the Accountant-General, contained in an earlier order or pay sheet, should not be superseded by directions of later date, unless specially ordered.

2. That the practice now adopted in the Accountant-General's office, in preparing drafts drawn on the Bank of England, should be amended; and that every signature and counter-signature upon a draft should be evidence of examination by the person who signs; and that no draft should be signed until it is applied for by the person entitled thereto; and that every draft should be passed to account as soon as it is drawn and issued.

3. That the Accountant-General should be relieved from the duty of signing drafts on the Bank, and authorized to grant deputations to officers of his department to sign drafts under regulations to be approved by the Lord Chancellor.

4. That a system of audit should be established in accordance with the principles defined in the memorandum drawn up by Mr. Crawford and Mr. Anderson. Appendix, No. 37.

As regards the Accountant-General's Salary and Allowances, the Accountant-General's Clerks, and as regards Office Hours and Vacations.

1. That the salary of the office of Accountant-General should be fixed on a vacancy at the sum recommended by the select committee of the House of Commons on official salaries in 1850—viz., at £2,000 a-year.

2. That the allowance which the Accountant-General receives to enable him to defray office expenses should cease, and that the necessary office expenses should be defrayed out of the Suitors' Fee Fund, in the same manner as similar expenses for other departments of the court are defrayed.

3. That the Accountant-General should be at liberty to appoint a deputy during vacation, with the approbation of the Lord Chancellor, without remuneration; and, in case of absence, on account of illness, at any other period of the year, to appoint a deputy, to be approved of by the Lord Chancellor, for such time as his Lordship may sanction, and to be remunerated by the Accountant-General at such rate, not exceeding one-third of his salary, as the Lord Chancellor may determine.

4. That the clerks should be divided into classes with minimum and maximum salaries, and an annual progressive increase for length of service, according to the rule generally adopted in the public establishments; that the scale of salaries and annual increments should be settled by the Lord Chancellor, with the approval of the Lords Commissioners of the Treasury; and that the Lord Chancellor should be empowered to direct instalments of salaries and pensions to be paid monthly.

5. That the Act 52 Geo. 3, c. 54 (local and personal) should be repealed, and that section 46 of the Act 15 & 16 Vict. c. 87, wherein are incorporated the provisions of the Act 22 Vict. c. 26, by which the superannuations of public civil servants are regulated, should be extended to the clerks in the Accountant-General's office.

6. That the Accountant-General's office should be open during vacations on such days as the chambers of the vacation judge may be open, or on such days as the Lord Chancellor shall direct; that office hours during vacation should be from eleven to one; and office hours during each day the offices are open for the remainder of the year, from ten to four, except on Saturdays, when the office should be closed at two; that the office should be open during vacation on the three days next after the dividends of any Government stock in court become payable, from ten to two.

7. That the hours of attendance of all the clerks, except during vacation, should be during office hours, and, in times of pressure, during such further period of each day as the Accountant-General may, from time to time, prescribe for the due despatch of the current business.

8. That, during vacations, such number of clerks should attend as the Accountant-General may consider requisite for the due despatch of the current business.

9. That, in the event of any account being overdrawn, the extent to which the account may be overdrawn, and the circumstances under which the error may have occurred, should be forthwith reported by the Accountant-General to the Lord Chancellor, who should be at liberty to direct that the amount overdrawn should be written off from the Suitors' Fee Fund; and in case such overdrawing should have occurred through the wilful neglect or default of any officer of the court, to direct that the amount so overdrawn should be made good by him, or deducted from his salary.

As regards the Operations of paying Money and transferring Stock and Securities into Court.

1. That the Accountant-General should, on a written request, without requiring the production of any order, issue his directions for the payment of money, the transfer of stock, and the deposit of securities in any cause either to the credit of the cause generally or to a separate account which may have been directed to be opened in the cause.

2. That the reference to the record should be inserted in the directions issued by the Accountant-General, and added to the titles of causes in the Accountant-General's books.

3. That directions should be signed by such of the clerks as the Accountant-General may from time to time appoint for the purpose, and should be ready during vacations on the same day they are bespoken, and at other times by eleven o'clock on the morning following.

4. That the person applying for the direction should write upon it the address to which he desires a formal voucher or

certificate to be sent when the amount shall have been placed to the account mentioned in the direction.

5. That at the foot of the direction to pay in money or deposit securities there should be a form of receipt to be signed by the cashier of the bank, and to be given to and retained by the person paying in.

6. That the Accountant-General should, on the next day but one that the office is open after the amount is paid in to the Bank, transmit by the general post to the address written on the direction, a voucher or certificate of the money having been placed to the proper account in his books.

7. That a purchaser paying into court the purchase-money of an estate sold under an order of the Court should be entitled to require that the purchase-money should not be dealt with without notice to him by signing a request to that effect upon the direction.

8. That each amount paid in under the 69th section of the Lands Clauses Consolidation Act, 1845, should be distinguished in the Accountant-General's ledgers by a distinct number, and that a separate certificate of each sum paid in under the 69th section should be issued when required, and that every order dealing with a sum paid in under that section should refer to the sum by the number attached thereto in the Accountant-General's ledgers.

9. That money should be received from and paid to suitors at any branch of the Bank of England.

10. That arrangements should be made with the Bank of England with a view to dispense with the attendance of the Accountant-General at the Bank for the purpose of accepting and transferring stock.

As regards Securities other than Government Securities deposited in Court.

1. That foreign and other securities ordered to be brought into court should be deposited in the same manner as Exchequer Bills; and that the interest or dividends on such securities should be received by one of the cashiers of the Bank.

As regards the operations of Transferring Stock and paying Money out of Court.

1. That powers of attorney for the receipt of moneys and securities in the custody of the Court should be dispensed with, and that, in lieu thereof, there should be substituted an authority to the effect contained in the form No. 23 in the schedule to the General Orders of 11th of November, 1862, made under the Companies' Act, 1862.

2. That affidavits of residue and affidavits verifying calculations should be dispensed with, and that all calculations and apportionments (in the absence of a special direction to the contrary) should be made by the Accountant-General's clerks.

3. That statutory declarations should be substituted for affidavits verifying facts.

4. That payment of any moneys to the Receiver General of Inland Revenue, the official trustees of charitable funds, the Ecclesiastical Commissioners, the Assistant Paymaster-General, and the Solicitor to the Treasury, or any other official person for whom an account is kept at the Bank of England, should be made by the Accountant-General transmitting to the Bank a direction to write off the amount from his account to the account to which the money is to be placed.

5. That when the amount payable to any person does not exceed the amount transmissible by post-office orders, the person to whom the money is payable should be at liberty to authorise the transmission thereof by a post-office order; and that a list of the post-office orders to be issued should be transmitted daily to the Postmaster-General, with a direction from the Accountant-General for the Bank to write off the total amount from his account to the account of the Postmaster-General, who should deduct from each amount authorised to be transmitted his charges for transmitting the same, as well as the postage.

As regards Transcripts of Accounts and Certificates.

1. That transcripts should be ready for delivery to the solicitors at the expiration of thirty-six hours after they have been bespoken or left to be made up.

2. That the entries in transcripts should show the price at which stock and securities entered therein were bought or sold, and the date of the order and certificate (if any) under which any transfer or payment of money or any carrying over therein mentioned was made.

3. That during the month of November in each year transcripts of all accounts dealt with during the year should be left at the Accountant-General's office to be made up.

4. That on bespeaking or making up a transcript, a fee of six shillings and eightpence, if the entries exceed three and do not exceed six, or of thirteen shillings and fourpence if the entries exceed six, should be allowed to the solicitor.

5. That transcripts should be signed by one of the Accountant-General's clerks.

6. That transcripts so signed should be evidence of the contents of the Accountant-General's books.

7. That certificates should be signed by such of the Accountant-General's clerks as he may depute for the purpose, and should be ready during vacations on the same day that they are bespoken, and at other times by eleven o'clock on the following morning.

AS REGARDS THE FUNDS OF THE COURT OF CHANCERY.

As regards the Propriety of Making any Alteration in the present Mode of buying and selling Stock for the Suitors.

1. That it is expedient to defer the further consideration of the question as to the propriety of making any alteration in the mode of buying and selling stock for the suitors until after the establishment of a deposit account for the suitors of the court of chancery.

As regards the Establishment of a Deposit Account.

1. That it is expedient to establish a deposit account for suitors' moneys in the court of chancery, and to allow to the suitors interest at the rate of £2 per cent. per annum upon the moneys belonging to them whilst in the custody of the court, but without depriving them of the right to require the investment thereof at any time on their own behalf, and at their own risk.

As regards the Management of the Funds of the Court.

1. That measures ought to be taken at once for the purpose of relieving the chancery suitors from the great burden which has lately been thrown upon them by the increased expenses connected with the administration of lunatics' estates.

2. That, in order that the whole income and expenditure of the court of chancery may be presented in an intelligible form, the balances of cash which have arisen from the income of funds A. and B., and the cash and stock on fund D., and on "the money arising by sale of the Six Clerks' Offices," should be carried over to fund C., and that the accruing income of funds A. and B. should be paid in and placed to the credit of fund C., and that the whole expenditure of the court now charged upon the incomes of fund A. and fund B., and upon fund C., should be charged upon this amalgamated account, which might be termed the chancery income and expenditure account.

3. That the appeal deposit account should be amalgamated with the chancery income and expenditure account, and that appeal deposits, instead of being lodged with the senior registrar, should be paid into the Bank, and placed to the credit of that account, and that the repayments of appeal deposits should be made thereout.

4. That the whole amount of brokerage chargeable to suitors should be carried over and placed to the credit of the chancery income and expenditure account, and that the broker's remuneration should be paid thereout.

5. That the chancery income and expenditure account should be annually balanced on the 1st of October (the day of annually balancing the suitors' accounts.)

6. That the income tax on the salaries, pensions, and compensations charged upon the amalgamated account, and on any other moneys payable thereout liable to income tax, should be deducted by the Accountant-General, and paid over by him to the Commissioners of the Inland Revenue, less the amount of income tax deducted by the Bank on dividends of stock payable to the amalgamated account.

7. That the custody of Parliamentary deposits under 9 & 10 Vict. c. 20, should be transferred from the Accountant-General's department to the Board of Trade or some other public office.

8. That the provisions contained in the 16 & 17 Vict. c. 98, authorising investigations to be made into suitor's unclaimed accounts, should be varied, and that such investigations should be made on the 1st of October in every year, and should be extended to all accounts not dealt with for ten years instead of being limited to stock accounts, and should also be extended to accounts where the only dealing has been the investment of dividends.

9. That at the time of annually balancing the suitors's accounts, there should be transferred to a separate ledger and carried to the chancery income and expenditure account balances not exceeding £2 on any accounts, and also balances exceeding £2 and not exceeding £5 on any accounts not dealt

with during the preceding year, and that any amount so carried over, with any dividends accrued thereon that may be reclaimed, should be made good out of the same account.

10. That the annual balance book should be continued to be made up, and, after being signed by the chief clerk of the Accountant-General, should be deposited on or before the 1st of November in each year in the Record Office at the Rolls.

11. That purchases and sales of stock on fund A. should be so regulated in amount as to affect the market as little as possible.

12. That all fees payable into the Suitors' Fee Fund Account should be collected by stamps.

The report is divided into four parts—Part I is historical, and relates to the origin and constitution of the Accountant-General's office; shows how the suitors' moneys were formerly deposited with the masters and ushers of the court; the defaults of former masters of the court, and the precautions taken to guard against similar defaults in future. An Accountant-General was first appointed by 12 Geo. 1, c. 32. This Part also comprises the "Chancery Broker;" the Accountant General's clerks; the business transacted in the Accountant-General's department; the paying money, and transferring stocks and securities, into court; payment out of court of money and dividends; and all the business transacted by the Accountant-General, and in his department.

The annual return from the Bank of the balances of suitors' stock and cash in court for the year ending 1st October, 1862, was as follows:—

	£	s.	d.
Total amount of the Suitors' cash	2,864,603	6	7
Cash laid out pursuant to several Acts of Parliament	2,264,744	1	10
Cash in the custody of the Bank	599,859	4	9
Bank £3 per Cent. Annuities	39,703,021	9	7
Reduced Annuities	7,270,841	12	6
New £3 per Cent. Annuities	5,722,414	5	3
Exchequer Bills	314,400	0	0
Bank Stock	547,357	7	5
East India Stock	198,776	2	7
New £5 per Cent. Annuities	4,217	19	5
New £3 10s. per Cent. Annuities	4,369	18	5
New £2 10s. per Cent. Annuities	14,550	0	0
London Dock Stock	74,419	18	11
East and West India Dock Stock	33,825	13	9
Royal Exchange Assurance Stock	3,470	16	2
Hudson's Bay Stock	1,015	0	0
London and North-Western Railway Stock	18,355	10	0
St. Katherine Dock Stock	14,950	0	0
Consolidated Stock East India Railway Company	3,470	0	0
India £5 per Cent. Stock	12,399	9	2
Annuities for terms of years ending 10th October, 1864	35	0	0
Annuities for 30 years from 5th April, 1855	804	1	3
Notes, Bills, and Private Bonds	27,188	2	10
Mortgages	4,732	11	8
Globe Insurance Shares, 24 Shares of £100 each.			
Westminster Chartered Gaslight Company, 2 shares of £50 each.			
East India Company's £4 per Cent. Transfer Loan, 103,925 Rs. 10 An.			
Exchequer Orders, £5 per annum.			
	£54,574,474	3	8

The following is a similar return for the year 1863:—

	£	s	d.
Total amount of the Suitor's Cash	2,952,721	4	8
Cash laid out pursuant to several Acts of Parliament	2,464,744	1	10
Cash in the custody of the bank	487,977	2	10
Bank £3 per Cent. Consolidated Annuities	41,009,737	18	4
Reduced £3 per Cent. Annuities	7,442,071	10	6
New £3 per Cent. Annuities	5,807,176	19	8
Exchequer Bills	266,700	0	0
Bank Stock	588,034	14	1
East India Stock	228,356	11	8
New £5 per Cent. Annuities	4,617	19	5
New £3 10s. per Cent. Annuities	5,682	18	8
New £2 10s. per Cent. Annuities	6,314	6	9
London Dock Stock	80,810	16	11
East and West India Dock Stock	35,825	13	9
Royal Exchange Assurance Stock	3,470	16	2
Hudson's Bay Stock	2,015	0	0
London and North-Western Railway Stock	6,187	10	0
Globe Insurance Shares (24 shares, £100 each).			
Westminster Chartered Gaslight Company (two shares, £50 each).			
St. Katherine Dock Stock	14,950	0	0
India £5 per Cent. Stock	29,401	8	8
East India £4 per Cent. Transfer Loan Stock, 124,726 Rs. 14 An.			
Consolidated Stock of the East India Railway Company	9,570	0	0
Annuities for 30 years from 5th April, 1855	1,023	11	3
Annuities for terms of years ending 10th October, 1864	35	0	0
Government of India £4 per Cent. Debentures, 1859	10,000	0	0
East India Railway £5 per Cent. Debentures, 1859	10,000	0	0
Bombay, Baroda, and Central India Railway Company's Consolidated Stock	1,099	0	0
Madras Railway Guaranteed £5 per Cent. Capital Stock	1,720	0	0
Guaranteed £5 per Cent. Stock of the Great Indian Peninsular Railway Company	4,740	0	0
Consolidated Stock of the Shropshire Union Railway and Canal Company	2,275	0	0
£4 15s. per Cent. Stock of the Madras Railway Company	4,000	0	0
Consolidated Stock of the London Brighton, and South Coast Railway Co.	3,325	0	0
£6 per Cent. Stock, No. 1	50	0	0
£5 „ No. 1	2,079	0	0
£5 „ No. 4	152	0	0
£4 10s. „ No. 1	630	0	0
£4 10s. „ No. 3	600	0	0
Debenture Stock	2,250	0	0
Consolidated Preference £4 10s. per Cent. Stock 1861, of the London, Brighton, and South Coast Railway Company	60	0	0
Notes, Bills, and Private Bonds	27,188	2	10
Mortgages	4,732	11	8
Exchequer Orders £5 per annum			
Total	£56,104,860	13	2

(To be continued).

OBITUARY.

THE LATE MR. WILLIAM ROTHERY.

Mr. William Rothery, who was until lately the legal adviser to the Treasury on all matters connected with the slave trade, died on the 6th inst., at the advanced age of eighty-nine years. He was born on the 9th of April, 1775. In early life Mr. Rothery entered the office of the King's Proctor, in Doctors'-commons, and, by his abilities and steady application to business, soon rose to the head of that establishment. The zeal and ability which he showed in the discharge of his duties, gained for him the good will and regard of the two greatest judges who have ever presided in the Court of Admiralty—Lord Stowell and Dr. Lushington, with both of whom he was on terms of the closest intimacy. In 1821 Mr. Rothery was appointed by the Treasury to be their Lordships' referee on slave trade matters, and held that appointment up to the year 1860, when, at the advanced age of eighty-five, owing to increasing infirmities, he was compelled to resign his office; but so high an opinion had the Treasury of his long and faithful services, that on his retirement they granted him for his life a pension almost equal to the full amount of his salary. The questions on which he had occasionally to advise her Majesty's Government required the exercise of the greatest judgment and discretion, and his long experience in the King's Proctor's-office during the European and American wars proved to be of essential service to him. There were very few of the leading statesmen either of this or of the past generation to whom he was not well known, and who had not at one time or another

occasion to rely upon his great practical knowledge and sound judgment. In the years 1830-2 he was engaged with some eminent lawyers and civilians in framing rules for the guidance of the Vice-Admiralty Courts in our colonies, the excesses of which had become notorious. The press has paid a generous tribute to his worth.

TRANSFER OF LAND ACT, 1862.

Returns (pursuant to an order of the House of Lords, dated 8th February, 1864) of the number of titles registered down to the first day of the present session of Parliament, and the date of the several registrations:

The number and date of the several applications which are still pending, and of those which have been withdrawn, or have not been prosecuted with success, with the date of the several withdrawals, and a statement of what has been done in respect of the pending applications:

The respective extent and value of the several estates actually registered, and of the extent and probable value of those respectively, which are the subject of the applications still pending:

The total amount of fees received in respect of all business done in the Land Registry Office since the passing of the Act.

1. "NUMBER of TITLES registered, the Dates of the several Registrations, and the respective Extent and Value of the several Estates actually registered."

Date of the several Registrations.	Extent.			Value of the several Estates actually registered.		
	A.	R.	P.	£	s.	d.
24th June, 1863	149	0	29	15,000	0	0
24th June, 1863	69	2	27	4,916	10	0
27th June, 1863	10	0	0	1,142	10	0
10th August, 1863	2	1	5	640	0	0
17th September, 1863	3	3	2	1,000	0	0
28th October, 1863	House Property, with Gardens, &c.			30,000	0	0
2nd November, 1863	44	2	37	3,200	0	0
22nd December, 1863	395	3	7	9,400	0	0
20th February, 1864	64	1	39	13,000	0	0
There are two cases now ready to be entered on the register	56	2	0	12,000	0	0
	Houses, &c.			The Value not vouched.		

2. "NUMBER and DATE of the several APPLICATIONS which are still pending."

There have been sixty-five applications, and of these forty-six are now pending, the applications in which were lodged on dates specified.

3. "NUMBER of APPLICATIONS which have been withdrawn, or not prosecuted with success."

They are nine in number; the dates of the applications in which respectively are specified.

4. "STATEMENT of what has been done in respect of the pending APPLICATIONS."

In one case the advertisement of intended registration has issued.

In fourteen cases the titles have been approved, subject to requisitions thereon, which are in the course of being answered.

In fourteen cases the abstracts have been delivered, and the titles are under investigation.

And in seventeen cases the abstracts have not yet been delivered.

5. The PROBABLE VALUE of the several ESTATES the SUBJECTS of the pending APPLICATIONS."

The *ad valorem* is payable only on the actual registration being made, and before that period the value of the estates comprised in the several applications is not inquired into or shown. In some of the cases, however, the value has been mentioned by the parties, and in others, where the last purchase-deed has been recent, the amount of the consideration-money then paid has been taken therefrom; and on a calculation made from such sources, the probable value of such of the estates comprised in the pending applications, as can thus be got at, has been found to amount to £1,500,000 and upwards.

There are, besides the estates comprised in the foregoing valuation, nineteen other cases, in which no estimation of the value can be got at.

The extent of the several estates, the subjects of the pending applications, so far as the same can be got at, is about 4,787 acres, of which a large part is building land.

There are, besides those comprised in that calculation, eleven other cases in which no estimation of the extent can be got at.

6. "The TOTAL AMOUNT of FEES received in respect of all business done in the office since the passing of the Act."

£180.

The *ad valorem* fee is payable only on actual registration; the other fees payable to the office are of trifling amount.

These returns are made up to the 1st March. 1864.

B. SPENCER FOLLETT, Registrar.

LAW STUDENTS' JOURNAL.

INNS OF COURT GENERAL EXAMINATION.

TRINITY TERM, 1864.

An examination will be held in next Trinity Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, an exhibition, or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the treasurer's office of the Inn of Court to which he belongs, on or before Thursday, the 12th day of May next, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Thursday, the 19th day of May next, and will be continued on the Friday and Saturday following.

It will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Thursday morning, the 19th May, at half-past nine, on Constitutional Law and Legal History; in the afternoon, at half-past one, on Equity.

Friday morning, the 20th May, at half-past nine, on Common Law; in the afternoon, at half-past one, on the law of Real Property, &c.

Saturday morning, the 21st May, at half-past nine, on Jurisprudence and the Civil Law; in the afternoon, at half-past one, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects as those already marked out for the examination by printed questions, except that on Saturday afternoon there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours or a studentship, or desires simply to obtain a certificate.

The oral examination and printed questions will be founded on the books below-mentioned; regard being had, however, to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student had passed the examination in such a manner as to entitle him to be called to the bar, the examiners will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship or exhibition, but only at the general examination immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship or exhibition, his name shall not appear in the list.

Students who have kept more than eleven terms shall not be admitted to an examination for the studentship or the exhibition.

EXAMINATIONS AT THE INCORPORATED LAW INSTITUTION.

FINAL EXAMINATION.

The examiners appointed for the examination of persons applying to be admitted attorneys, have appointed Tuesday

the 26th, and Wednesday, the 27th of April next, at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane, for their examination. The examination will commence at ten o'clock precisely, and close at four o'clock each day.

Articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Thursday, the 14th of April. If the articles were executed after the 1st of January, 1861, the certificate of the candidate having passed the Intermediate Examination should be left at the same time; and in case the articles and testimonials of service have been deposited with the society, they should be re-entered, the fee paid, and the answers completed on or before the 14th of April.

Candidates applying to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with their articles, &c., on or before the 14th of April.

Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service, are not required to leave replies to the further questions again.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 14th of April, and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them as to the time served with each respectively.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary. 5. Equity, and Practice of the Courts. 6. Bankruptcy, and Practice of the Courts. 7. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry—viz., Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in Bankruptcy and in Criminal Law and Proceedings before Justices of the Peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Fee, each Term, on articles and testimonials of service, 15s.

INTERMEDIATE EXAMINATION.

The examiners appointed for the Intermediate Examination of persons under articles of clerkship to attorneys have appointed Thursday, the 28th of April next, at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-Lane, for their examination. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Thursday, the 7th of April; and in case the articles and testimonials of service have been deposited with the society, they should be re-entered, the fee paid, and the answers completed on or before the 7th of April.

On the day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the examiners; and a paper of questions on book-keeping.

Candidates applying to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with their articles, &c., on or before the 7th of April.

Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service, are not required to leave replies to the further questions again.

Fee, each Term, on articles and testimonials of service, 5s.

COURT PAPERS.

Queen's Bench.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir ALEXANDER EDMUND COCKBURN, Bart., Lord Chief Justice of Her Majesty's Court of Queen's Bench, in and after Easter Term, 1864.

IN TERM.

Middlesex.		London.	
1st sitting, Monday	April 18	1st sitting, Friday	April 22
2nd " Monday	" 25	2nd " Friday	" 23
3rd " Monday	May 2		

For undefended causes only.

AFTER TERM.

Middlesex.		London.	
Tuesday	May 10	Friday	May 18

The Court will sit at ten o'clock every day.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Special juries will be tried in London at the sittings after Term.

Common Pleas.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir WILLIAM ERLE, Knight, Lord Chief Justice of Her Majesty's Court of Common Pleas at Westminster, in and after Easter Term, 1864.

IN TERM.

Middlesex.		London.	
Monday	April 18	Friday	April 22
Monday	" 25	Friday	" 29

AFTER TERM.

Middlesex.		London.	
Tuesday	May 10	Friday	May 13

The Court will sit during and after Term at ten o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Exchequer of Pleas.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of her Majesty's Court of Exchequer, in and after Easter Term, 1864.

IN TERM.

Middlesex.		London.	
1st sitting, Monday	April 18	1st sitting, Friday	April 22
2nd " Monday	" 25	2nd " Friday	" 29
3rd " Monday	May 2		

AFTER TERM.

Middlesex.		London.	
Tuesday	May 10	Friday	May 13

The Court will sit during and after Term at ten o'clock.

The Court will sit in Middlesex, at Nisi Prius, in Term, by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

The sittings at the Judges' Chambers have been adjourned from Thursday to Wednesday next.

PUBLIC COMPANIES.

MEETINGS.

MONMOUTHSHIRE RAILWAY.

At the half-yearly meeting of this company, held on the 16th inst., a dividend of 6 per cent. per annum, less income tax, was declared for the past half-year.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

RYDER—GRANT—On March 19, at Trinity Church, Brompton, by the Rev. C. Brooking, Granville Richard Ryder, Esq., of the Inner Temple, to Sibylla Sophia, daughter of the late Right Hon. Sir Robert Grant.

DEATHS.

BRODRICK—On March 21, at 30, Clifton-road, St. John's-wood, Francis Ernest, youngest child of William Brodrick, Esq., of Lincoln's-inn, aged eleven months.

HILDITCH—On March 21, John Fredrick Hilditch, Esq., formerly Deputy-Clerk of Assize on the Midland Circuit.

HINGESTON—On March 22, at No. 2, Scarsdale-terrace, Kensington, Samuel Hingeston, Esq., Barrister-at-Law, aged 59.

SMITH—On March 14, at Carlton-upon-Trent, Joseph Smith, Esq., Solicitor, aged 55.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, March 18, 1864.

LIMITED IN CHANCERY.

Northern Bengal Tea Company (Limited).—Master of the Rolls order to wind-up March 9.

LIMITED IN CHANCERY.

TUESDAY, March 22, 1864.

London and Westminster Wine Company (Limited).—Creditors of this company are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, if any, to Charles Fitch Kemp, Gresham-st, Official Liquidator of the company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 18, 1864.

Allen Wm, Norland-pl, Notting-hill, Gent. May 2. Hemsley, Albany, W.

Arnold, Harford, Milton-next-Gravesend, Harbour Master. May 13. Lewis & Watson, Clement's-lane.

Banks, Robt, Newcastle-upon-Tyne, Minister of the Gospel. May 1. Chater & Co, Newcastle-upon-Tyne.

Barns, Ann, Coventry, Spinster. June 1. Danks, Birm.

Benham, Wm, Brighton, Builder. May 16. Stevens, Brighton.

Cory, Nicholas, Plymouth, Rear Admiral. May 10. Trehern & White, Bucklersbury.

Falcon, Louisa, Brighton, Widow. May 1. Parker & Co, Bedford-row.

Gale, Saml, Basinghall-st, Gent. May 20. Hill & Son, Throgmorton-st.

Guillonneau, Susanna, Lower Edmonton, Middlx, Spinster. April 25. Parson & Lee, Coleman-st.

Hay, Maria, otherwise Brownlaw, Cook's-ct, Lincoln's-inn, Widow. May 4. Charnock, Gray's-inn-sq.

Herman, Sarah, Navarino-rd, Dalston-rise, Middlx, Widow. April 20. Farrer & Co, Gt Carter-lane.

Huntly, Most Hon Chas, Marquis of. June 16. Bircham & Co, Parliament-st.

Jones, Evan, Pantgwyn, Carnarvon, Farmer. May 12. Thomas, Aberystwyth.

Newton, Richd, Crossgales Winscales, nr Workington, Cumberland, Farmer. April 15. Brockbank & Helder, Whitehaven.

Oxenham, Rev Wm, Harrow, Clerk. May 1. Parker & Co, Bedford-row.

Saunderson, Jas, Angel-ct, Throgmorton-st, Victualler. April 15. Randall & Son, Tokenhouse-yd.

Tuck, Hy, Prince's-sq, Bayswater, Gent. April 30. Woodward, Mitre-ct.

Wilcock, Thos, Lytham, Lancaster, Gent. May 12. Wilding & Son, Blackburn.

Wilcocks, Richd, Saltash, Cornwall, Innkeeper. March 31. Campbell, Plymouth.

TUESDAY, March 22, 1864.

Carter, Harry Wm, Kennington Hall, Kent, Esq, M.D. June 1. Crowdy, Serjeant's-inn.

Clapton, Thos, Claines, Worcester, Gent. April 30. Stallard, Worcester.

Evans, Dani Maurice, Regent-st, Laceman. May 17. Devonshire, Frederick's-pl, Old Jewry.

Field, Chas, Hanover-st, Pimlico. April 25. Gray & Berry, Edgware-rd.

Fleurean, Mary, Highgate, Middlx, Spinster. June 22. Parson & Woollacott, Gracechurch-st.

Gilbert, Hy, Suffolk-pl, Pall Mall, Dentist. April 17. Robinson & Tomlin, Jermyn-st.

Nihell, Eliz, Bath, Spinster. June 24. Dowding & Burne, Bath.

Pickert, Ferdinand, Pembridge-pl, Bayswater, Merchant. May 4. Thomas & Hollams, Mincing-lane.

Roberts, Thos, Bristol, Accountant. May 31. Harwood, Bristol.

Rogers, Anne, Weston, nr Bath, Widow. June 24. Dowding & Burne, Bath.

Rowed, Jas, Hewlett-rd, Victoria-park, Mahogany Merchant. May 14. Rogers, Fenchurch-st.

Rowlandson, Thos, Penrith, Cumberland, Gent. July 1. Bulmer, Leeds.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 18, 1864.

Adams, Richd, Haggerstone, Middlx, Plumber. April 14. Adams *v* Adams, V. C. Kindersley.

Baker, Saml, Thornton, York, Yeoman. April 13. Sedman *v* Parkinson, V. C. Kindersley.

Beetson, Chas Bridges, Claremont-pl, Brixton, Timber Merchant. April 18. Beetson *v* Beetson, M. R.

Burgess, Joseph, Hough, Chester, Farmer. April 12. Burgess *v* Burgess, M. R.

Evans, Rev Evans, Llaethliw, Cardigan, Clerk. April 22. Jones *v* Evans, V. C. Stuart.

Johnson, Alf, Cambridge, Timber Merchant. April 9. Johnson *v* Johnson, V. C. Wood.

Monell, Jas, Headington-hill, Oxford, Esq. April 18. Ramsbottom *v* Monell, M. R.

Wood, Jas, Hartlepool, Esq. April 20. Hale *v* Allen, M. R.

TUESDAY, March 22, 1864.

Bennett, Geo, Tunbridge Wells, Gent. April 30. Nash *v* Sprott, V. C. Stuart.

Conyers, Edmund Dade, Great Driffield, York, Solicitor. April 25. Bower *v.* Conyers, V. C. Stuart.

Ellis, Jas, Claremont-ter, Pentonville, Esq. April 9. Ellis *v* Ellis, V. C. Wood.

Hind, Thos, Sheffield, Yeoman. April 25. Sayers *v* Allott, V. C. Stuart.

Hooper, Robt, Exeter, Chemist. April 25. Hooper *v* Strutton, V. C. Stuart.

Williams, Robt Wynne, Upper Brook-st, Middx, Esq. April 5. Williams *v* Williams, V. C. Wood.

Assignments for Benefit of Creditors.

FRIDAY, March 18, 1864.

Hayward, Anne, Shanklin, Isle of Wight, Schoolmistress. March 8. Mew, Newport.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 18, 1864.

Aldred, Thos, Manch, Druggist. Feb 25. Comp. Reg March 17.

Andrews, Wm John, Nailor-st, Caledonian-rd, Middx, Wholesale Milliner. March 15. Conv. Reg March 17.

Arrowsmith, Chas, Oldham, Furniture Dealer. Feb 19. Asst. Reg March 17.

Barley, Edmund Johnson, Fakenham, Norfolk, Chemist. Feb 16. Conv. Reg March 15.

Bennett, Josiah Adolphus, Bermondsey New-rd, Surrey, Draper. March 5. Asst. Reg March 17.

Bolton, Saml, Gracechurch-st, Tobacconist. Feb 17. Inspectorship. Reg March 15.

Bursey, Hy, Newbury, Berks, Surgeon. March 15. Comp. Reg March 16.

Cottrell, Hy Joseph Emm, Bristol, Saddler. Feb 27. Conv. Reg March 17.

Chater, Jas, Sunderland, Cabinet Maker. Feb 19. Conv. Reg March 16.

Dobson, Hy, & Wm Jefferson, Kingston-upon-Hull, Shoe Manufacturers. Feb 19. Asst. Reg March 17.

Eyre, Edwd, Long Buckby, Northampton, Publican. Feb 18. Conv. Reg March 16

Farr, Jas, Chichester, Silk Mercer. Feb 19. Asst. Reg March 17.

Feather, Geo, & Richd Taylor, Birstal, York, Worsted Spinners. Feb 27. Conv. Reg March 15.

Feist, Jas, Brighton, Stationer. Feb 23. Asst. Reg March 15.

Gregoire, Jonathan, Birm, Watch Material and Tool Dealer. Feb 29. Comp. Reg March 15.

Gribble, Albert, Collumpton, Devon, Attorney-at-Law. March 8. Comp. Reg March 17.

Hayward, Anne, Shanklin, Isle of Wight, Schoolmistress. March 8. Asst. Reg March 17.

Hewitt, Joseph, Knutsford, Innkeeper. March 8. Conv. Reg March 17.

Hilton, John, Manch, Agent. Feb 16. Asst. Reg March 15.

Jacobson, Joseph, Oxford-st, Middx, Jeweller. March 9. Comp. Reg March 17.

Jellyman, Jeffery, Wednesbury, Stafford, Builder. Feb 22. Comp. Reg March 15.

Marshall, Saml, Nottingham, Box Manufacturer. Feb 15. Release. Reg March 14.

Maxted, Hy, Portsea, Hairdresser. Feb 18. Conv. Reg March 17.

Mottram, Edwd, Rusholme, Lancaster, Builder. Feb 17. Conv. Reg March 16.

Paling, Jas, Newark, Innkeeper. March 10. Comp. Reg March 17.

Queneborough, Wm Edwin, Caddington, Hertford, Farmer. Feb 22. Asst. Reg March 16.

Read, David Hills, Thayer-st, Manch-sq, Middx, Draper. Feb 22. Asst. Reg March 17.

Riches, Chas Joseph, & John Ferrow Marshall, Sunderland, Ship Owners. Feb 19. Conv. Reg March 15.

Robertshaw, Sam, Heckmondwike, York, Wool Stapler. Feb 24. Comp. Reg March 16.

Rimmer, John, Lpool, Coach Builder. Feb 24. Arr. Reg March 18.

Sherlock, Thos, Southsea, Grocer. Feb 18. Conv. Reg March 16.

Shilling, Stephen, North Warnborough, Hants, Nurseryman. Feb 18. Asst. Reg March 16.

Simpson, Ambrose, Nicholl-sq, Aldersgate-st, Warehouseman's Assistant. March 9. Comp. Reg March 17.

Simpson, Edwd, Offord-rd, Barnsbury, Middx, Warehouseman's Assistant. March 9. Comp. Reg March 17.

Taylor, Christopher, Lpool, Tailor. Feb 27. Asst. Reg March 17.

Wagster, Wm, Openshaw, Lancaster, Wheelwright. Feb 23. Comp. Reg March 16.

White, John, Kingston-upon-Hull, Tobacconist. Feb 16. Comp. Reg March 15.

Whitmore, Susannah, Widow, Stockport, Woollen Draper. Feb 23. Conv. Reg March 17.

Williams, Benj Remington, Bury-st, St James, Major in the Militia. Feb 26. Comp. Reg March 16.

Winfield, John, Derby, Silk Manufacturer. March 12. Conv. Reg March 15.

Wraight, Alf, Eastchurch, Isle of Sheppey, Farmer. March 4. Conv. Reg March 14.

TUESDAY, March 22, 1864.

Adamson, Wm Fras, & Saml Cook, Plymouth, Boot Makers. Feb 24. Conv. Reg March 21.

Ambridge, Dani, Camden-st, Camden-town, Grocer. March 12. Comp. Reg March 18.

Cloughton, Wm, Kingston-upon-Hull, Auctioneer. Feb 23. Conv. Reg March 17.

Collins, Wm Coultiss, North Shields, Grocer. March 9. Conv. Reg March 19.

Dowding, Wm, Westbury, Wilts, List Manufacturer. Feb 24. Conv. Reg March 19.

Garfit, Fras, Driffield, York, Draper. Feb 23. Asst. Reg March 19.

Goatham, Geo, Sittingbourne, Kent, Builder. Feb 25. Conv. Reg March 18.

Guyatt, Wm, Hackney, Builder. Feb 25. Asst. Reg March 18.

Hepplestone, Thos, Gun Maker, Manch. Feb 23. Asst. Reg March 19.

Hill, Stephen, Peterborough, Grocer. Feb 25. Asst. Reg March 21.

Humble, Robt, Cottingham, York, Blacksmith. Feb 26. Conv. Reg March 22.

Jones, Wm, Radcliffe, Lancaster, Ironfounder. March 7. Comp. Reg March 19.

Judd, Hy Thos, Wednesbury, Stafford, Chemist. Feb 20. Conv. Reg March 18.

Knight, Jas Wasley, Falmouth, Woollen Draper. Feb 22. Conv. Reg March 21.

Landsberger, Sigismund, Lower Thames-st, Oil Merchant. Feb 20. Asst. Reg March 18.

Merralls, Wm, Hackney-rd, Cheesemonger. Feb 22. Comp. Reg March 19.

Moll, Geo, Heigham, Norwich, Cab Proprietor. March 8. Conv. Reg March 19.

Moore, Wm, Devonport, Grocer. Feb 26. Conv. Reg March 21.

Sladden, Wm, Mornington-crescent, Middx, Attorney-at-Law. March 21. Comp. Reg March 21.

Smith, Wm, White Conduit-st, Islington, Wholesale Milliner. Feb 22. Asst. Reg March 18.

Surtees, John, Whitehaven, Builder. Feb 19. Conv. Reg March 18.

Taylor, Joseph, Manch, Auctioneer. Feb 23. Comp. Reg March 21.

Todd, John, Nottingham, Grocer. March 21. Comp. Reg March 22.

Bankrupts.

FRIDAY, March 18, 1864.

To Surrender in London.

Argent, Chas, Loughborough-rd, Brixton, Beerseller. Pet March 10. April 4 at 2. Stocken, Leadenhall-st.

Arrow, Jas, Barking, Essex, Carpenter. Pet March 14. April 5 at 2. Harrison, Basinghall-st.

Bontle, Alfred, Barnett, out of employment. Pet March 15. April 4 at 12. Layton, jun, Islington.

Buggins, John, Oxford. Decorator. Pet March 12. April 5 at 2. Church & Co, Southampton-bldgs.

Coombs, Chas, Aldersgate-st, Fancy Box Manufacturer. Pet March 12. April 5 at 11. Hill, Basinghall-st.

Goddard, Richd Stanley, Goldsmith-pl, Hackney, Corn Chandler. Pet March 17. April 5 at 2. Coleman, Charlotte-row.

Harding, Wm, Penton-st, Pentonville, Baker. Pet March 15. April 4 at 12. Chidley, Old Jewry.

Holcroft, Jas, Hatton-gdn, Boot and Shoe Merchant. Pet March 14 (for pau). April 4 at 1. Aldridge.

Holmes, Chas, Churton-st, Pimlico, Plumber, &c. Pet Feb 12 (for pau). April 5 at 1. Aldridge.

Kent, Robt Geo, Old Compton-st, Soho, Metal Dealer. Pet March 14. April 4 at 12. Daniel, Quality-ct,

Kenway, Peter, Park-pl, Camden-town, Comm Agent. Pet March 12. April 5 at 1. Juckes, Basinghall-st.

Lodge, Thos Robt, Little Guildford-st, Russell-sq, Plumber, &c. Pet March 14. April 4 at 1. Aldridge.

Mackennal, Patrick, Lawrence Pountney-lane, General Merchant. Pet March 14 (for pau). April 5 at 12. Aldridge.

Martin, John, Swanley, nr Dartford, Baker. Pet March 15. April 4 at 12. Wright, Chancery-lane.

Milton, Jas, Gravesend, Butcher. Pet March 14. April 4 at 11. Everill, Piccadilly.

Popham, Eras Jas Chas, Bedford-st, Hornsey-rd, Solicitor's Clerk. Pet March 15 (for pau). April 4 at 12. Aldridge.

Prime, Edwd, Buckingham-ter, Notting-hill, Carpenter. Pet March 14. April 5 at 1. Buchanan, Basinghall-st.

Rea, Wm Grey, Fulham, Comm Agent. Pet March 14 (for pau). April 4 at 12. Aldridge.

Rust, Hy, Brentwood, Flour Factor. Pet March 15. April 5 at 1. Trehern & White, Bucklersbury.

Scarth, Eras, Caroline-st, Pimlico, Attorney and Solicitor. Pet March 12. April 5 at 1. Hodgson, Suffolk-lane.

Smith, John, Little Tower-st, London, Disinfecting Cleansing Powder Manufacturer. Pet March 14. April 5 at 1. Reed, Guildhall-chambers.

Stephens, Wm Thos, Park-st, Grosvenor-sq, Victualler. Pet March 16. April 4 at 12. Wright, Chancery-lane.

Watts, Hy Robt, Trigon-rd, Clapham, Accountant. Pet March 16. April 4 at 12. Feverley, Coleman-st.

To Surrender in the Country.

Berks, Hy, Hanley, Stafford, Confectioner. Pet March 14. Hanley, April 9 at 12. Moxon, Hanley.

Clapton, Thos Hy, Worcester, Linen Draper. Pet March 15. Birm, April 15 at 12. Hodgson & Son, Birm, and Stallard, Worcester.

Clayton, Thos, Birm, Fruiterer. Pet March 15. Birm, April 11 at 10. Allen, Birm.

Cotton, Edwd Day, Wolverhampton, Cooper. Pet March 15. Birm, April 11 at 12. Thurstans, Wolverhampton, and Underhill, Birm.

Cracknell, Wm, Kenninghall, Norfolk, Plumber, &c. Pet March 15. Attleborough, April 26 at 12. Walpole, Northwold.

Evans, David, Rhydygwern, Glamorgan, Farmer. Adj March 10. Cardiff, March 30 at 11.

Farrar, John, Skircoat, nr Halifax, Builder. Pet March 15. Leeds, April 11 at 11.15. Harle, Leeds.

Gibbs, Saml, Swansea, Ironmonger. Pet March 16. Bristol, March 31 at 11. Press & Inskip, Bristol.

Grindall, Wm, Egremont, Cumberland, Ironmonger. Pet March 12. Whitehaven, March 23 at 10. Paitson, Whitehaven.

Groves, Jas Searl, Bristol, Gasfitter. Pet March 12. Bristol, April 8 at 12. Hill.

Haden, Geo Wm, Worcester, Victualler. Pet March 12. Worcester, March 29 at 11. Knott, Worcester.

Harris, Wm, Newbold, Worcester, Victualler. Pet March 15. Shipston-on-Stour, March 29 at 2. Lane, Stratford-on-Avon.

Hare, John, Aslackby, Lincoln, Publican. Pet March 15. Bourn, March 28 at 11.30. Bell, Gt James-st, London.

Hawkins, Hy, Eastington, nr Stonehouse, Butcher. Pet March 15. Bristol, March 30 at 11. Wilkes, Gloucester.

Hayes, Ambrose Norsworthy, Torquay, Baker. Pet March 14. Newton Abbot, March 29 at 11. Carter, Torquay.

Heath, Thos, Digbeth, Birm, Linen Draper. Pet March 14. Birm, April 11 at 10. Duke, Birm.

Hill, Wm Hy, King's Lynn, Victualler. Pet March 11. King's Lynn, April 2 at 11. Ward, King's Lynn.

Holford, Edwin Hamilton, Lpool, Oil Merchant. Pet March 16. Lpool, April 1 at 11. Woodburn & Pemberton, Lpool.

Hook, John, Newnham, Gloucester, Cabinet Maker. Pet March 15. Newnham, March 29 at 12. Carter & Goold, Newnham.

Horton, John, Pickmere, Chester, Farmer. Pet March 15. Northwich, April 13 at 10. Thompson, Northwich.

Ibbotson, Robinson, sen, Eamont-bridge, Westmoreland, out of business. Pet March 15. Penrith, March 30 at 11. Arnison, Penrith.

John, Wm ap Pritchard, Bridgend, Glamorgan, Tobacconist. Adj Jan 14. Cardiff, March 30 at 11.

Johnson, Wm, Barton St Michael, Gloucester, Grocer. Pet March 14. Gloucester, March 29 at 12. Taynton, Gloucester.

Kenyon, Joseph, Sheffield, Saw Maker. Pet March 14. Sheffield, April 7 at 1. Broadbent, Sheffield.

Leech, John, Whitehaven, Builder. Pet March 11. Newcastle-upon-Tyne, April 6 at 11.30. Atkinson & Son, Whitehaven.

Lucas, Alf, Hanley, Stafford, Tailor. Pet March 16. Birm, April 11 at 12. Tennant, Hanley, and Smith, Birm.

Mackinlay, Archibald, Gateshead, Iron Merchant. Pet March 15. Gateshead, March 29 at 11. Forster, Newcastle-upon-Tyne.

Manns, Hy, Radstock, Somerset, Boot Maker. Pet March 12. Frome, March 30 at 11. Dunn, Frome.

Marshall, Wm, Newcastle-upon-Tyne, Boot Maker. Pet March 15. Newcastle, April 2 at 12. Johnson, Newcastle-upon-Tyne.

Moxham, Robt, Preston, Victualler. Pet March 16. Preston, April 2 at 10. Turner & Son, Preston.

Norris, Edmund, Hutton, Lancaster, Farmer. Pet March 16. Preston, April 2 at 10. Wheeler & Co, Blackburn.

Oxley, Saml, Holmes, York, Carter. Pet March 12. Rotherham, April 7 at 10. Hirst, Rotherham.

Palmer, John, Bridgwater, Corn Dealer. Pet March 15. Exeter, April 1 at 11. Reed, Bridgwater, and Clarke, Exeter.

Pearce, Alf, Worcester, Publican. Pet March 14. Worcester, April 2 at 11. Corles, Worcester.

Pearson, Edwd, Hetton-le-Hole, Durham, Miner. Pet March 14. Durham, March 30 at 12. Brignal, Durham.

Penny, Wm Hy, Bream, nr Lydney, Gloucester, Colliery Proprietor. Pet March 14. Bristol, March 31 at 11. Carter & Goold, Newnham, and Henderson, Bristol.

Potts, Thos, Wilmslow, Chester, Brickmaker. Pet March 15. Manch, April 7 at 11. Pankhurst, Manch.

Ramsdale, Thos, Gainsborough, Cooper. Pet March 12. Gainsborough, March 28 at 10. Bladon, Gainsborough.

Relf, Saml, Brighton, Victualler. Pet March 14. Brighton, March 31 at 11. Hudson, Brighton.

Reynolds, Thos, King's Lynn, Victualler. Pet March 14. King's Lynn, April 9 at 11. Ward, King's Lynn.

Robinson, Arthur, Salford, out of business. Pet March 16. Manch, April 13 at 11. Richardson, Manch.

Robinson, Leonard, Lees, York, Farmer. Pet March 12. Keighley, March 31 at 11, Page, Keighley.

Simpson, Richd, jun, Ampleforth, York, Cattle Dealer. Pet March 12. Helmsley, March 31 at 12. Jennings, Pickering.

Solomon, Joseph, Birm, Tailor. Pet March 15. Birm, April 11 at 12. Duke, Birm.

Somer, Hy, Tawstock, Devon, Auctioneer. Pet March 8. Exeter, April 1 at 1. Chanter & Ffinch, Barnstaple, and Clarke, Exeter.

Sprigg, Wm, Perry Bar, Stafford, out of business. Pet March 16. Birm, April 11 at 10. Assinder, Birm.

Taylor, John, Kingston-upon-Hull, Draper. Pet March 12. Leeds, April 13 at 12. Summers, Hull.

Vill, Jas, Worcester, Grocer. Pet March 14. Hereford, April 5 at 11. Averill, Hereford.

Vince, Robt, Kersey, Suffolk, Blacksmith. Pet March 10. Hadleigh, March 28 at 3. Moore, Ipswich.

West, Thos, Milton-next-Gravesend, Pilot. Pet March 15. Gravesend, March 31 at 12. Holmes, Fenchurch-st.

Wight, Wm, Birm, out of business. Pet March 15. Birm, April 11 at 10. Parry, Birm.

Wilson, Joshua, Sheffield, Hair Seating Manufacturer. Pet March 16. Sheffield, April 7 at 1. Broadbent, Sheffield.

TUESDAY, March 22, 1864.

To Surrender in London.

Adams, Peter, Croydon, Carpenter. Pet March 18. April 4 at 2. Marshall, Lincoln's-inn-fields.

Battson, Risley, Central-st, St Luke's, Porter. Pet March 19. April 12 at 1. Plunkett, Milk-st.

Blackshaw, John, Green-st, Bethnal-green, Gardener. Adj March 17. April 4 at 1. Aldridge.

Cornwell, Wm Benj, Leigh-st, Burton-crescent, Butcher. Pet March 17. April 12 at 1. Fox & Meadows, Gresham-house.

Cossar, Walter, Bishops Waltham. Adj March 14. April 4 at 2. Aldridge.

Davies, Chas, Milk-st, Cheapside, Hair Net Manufacturer. Adj March 17. April 4 at 1. Aldridge.

Fyfe, David, Keppel-row, Stoke Newington, Woollen Warehouseman. Pet March 17 (for pau). April 4 at 1. Aldridge.

Guthman, Frdk Augustus, Bush-lane, London, Paper Merchant. Adj March 17. April 4 at 1. Aldridge.

Harris, Hy, Hackney-rd, Tobacconist. Adj March 17. April 12 at 12. Aldridge.

Hetherington, John, Dalston, Comm Agent. Adj March 17. April 12 at 12. Aldridge.

Horrigan, Jas, Vernon-mews, Notting-hill, Contractor. Pet March 18. April 9 at 11. Spencer, Coleman-st.

Joseph, Lewis, Hutchinson-avenue, Houndsditch, Tailor. Pet March 17 (for pau). April 4 at 2. Aldridge.

Lazarus, Hy Chas, Leadenhall-st, Wine Merchant. Pet March 15. April 5 at 2.30. France, Falcon-st.

Lockwood, John, and Robinson Lockwood, Berwood-pl, Edgware-rd, Surveyors. Pet March 17. April 9 at 11. Linklaters & Hackwood, Walbrook.

Monteiro, Heraclio Peligrino Marciel, Golden-sq. Pet March 19. April 4 at 2. Marshall, Lincoln's-inn-fields.

Muir, John Logan, Basinghall-st, Comm Agent. Pet March 18. April 4 at 2. Martin, Cannon-st.

Newbery, Richd Chas, President-st West, Middlx, Stationer. Pet March 17. April 9 at 11. Cooper, Billiter-st.

Newth, John Tom, Emma-pl, Commercial-rd, Comm Agent. Pet March 21. April 4 at 1. Abbott, St Mark-st.

Noone, Geo Edw, Buckhurst-hill, Chigwell. Adj March 16. April 12 at 12. Aldridge.

Philp, Wm Robt, Sydney-st, Brompton, Attorney-at-Law. Pet March 16. April 12 at 1. Roberts, Clement's-inn.

Pulford, Geo, jun, Yarmouth. Adj March 16. April 5 at 2. Aldridge.

Rawlings, Thos, Garibaldi-ter, Bermondsey, Cheesemonger. Pet March 19. April 9 at 11. Helsham, Poultry.

Rea, John, Wood-st, St Luke's, Baker. Pet March 15 (for pau). April 4 at 1. Aldridge.

Shepherd, Geo, Church-st, Chelsea, Greengrocer. Pet March 18. April 9 at 1. Allen, Southampton-bldgs.

Watson, Edwd Morris, Tottenham-ct-rd, Mantle Maker. Adj March 17. April 4 at 1. Aldridge.

Webb, Thos, Gt Amwell, Herts, Hay Dealer. Pet March 17. April 5 at 2. Medina, Primrose-st.

To Surrender in the Country.

Bell, John, Seacombe, Chester, Cutter to a Tailor. Pet March 18. Lpool, April 6 at 11. Dodge & Wynne, Lpool.

Blyton, Edmund, jun, Thornton-le-Moor, Lincoln, Nurseryman. Adj March 9. Horncastle, April 5 at 11. Brown & Son, Lincoln.

Bralley, John Dennis, Brannton, Devon, Shopkeeper. Pet March 17. Barnstaple, March 28 at 12. Bencraft, Barnstaple.